

Indigo East

Community Development District

Meeting Agenda

October 15, 2024

AGENDA

Indigo East

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

October 8, 2024

Board of Supervisors
Indigo East Community
Development District

The Board of Supervisors of the Indigo East Community Development District will meet on **Tuesday, October 15, 2024, at 9:00 a.m., or as shortly thereafter as reasonably possible at Live Oak Hall, 8413 SW 80th St, Suites 7 & 8, Ocala, Florida 34481.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Approval of Minutes of the August 20, 2024 Meeting
- IV. Review of Proposals for Landscape Maintenance Services and Selection of Vendor
- V. Consideration of Proposals for Stormwater Structure Repairs
- VI. Consideration of Proposals for Sinkhole Remediation
- VII. Appointment of Audit Committee and Chairman
- VIII. Staff Reports
 - A. Attorney
 - B. District Manager
 1. Approval of Check Register
 2. Balance Sheet and Income Statement
- IX. Other Business
- X. Supervisors Requests
- XI. Adjournment

Audit Committee Meeting

1. Roll Call
2. Public Comment Period
3. Audit Services
 - A. Approval of Request for Proposals and Selection Criteria
 - B. Approval of Notice of Request for Proposals for Audit Services
 - C. Public Announcement of Opportunity to Provide Audit Services
4. Adjournment

Sincerely,

George Flint

George S. Flint
District Manager

Cc: Gerald Colen, District Counsel
Ken Colen, On Top of the World
Guy Woolbright, On Top of the World
Darrin Mossing, GMS

MINUTES

**MINUTES OF MEETING
INDIGO EAST
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Indigo East Community Development District was held on Tuesday, **August 20, 2024** at 9:00 a.m. at Circle Square Commons, 8395 SW 80th Street, Ocala, FL.

Present and constituting a quorum:

John Gysen	Chairman
Cynthia LaFrance	Vice Chairperson
Terry Solan	Assistant Secretary
Bob Hutson	Assistant Secretary

Also present were:

George Flint	District Manager
Robert Szozda	Field Manager
Rachel Wagoner	District Counsel
Robert Stepp	Colen Built
Andy Jorgenson	OTOW

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order. Four Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: Do we have any members of the public that wants to provide comment to the Indigo East Board? Hearing none,

THIRD ORDER OF BUSINESS

Approval of Minutes of the May 21, 2024 Meeting

Mr. Flint: We have approval of the minutes from May 21, 2024. Did the Board have any comments or questions to those?

Mr. Gysen: No.

On MOTION by Ms. LaFrance, seconded by Mr. Gysen, with all in favor, the Minutes of the May 21, 2024 Meeting, were approved.

FOURTH ORDER OF BUSINESS

Public Hearing

Mr. Flint: Next are the public hearings to consider adoption of the 2025 budget and imposing the related assessments. Is there a motion to open the public hearing?

On MOTION by Mr. Solan, seconded by Mr. Hutson, with all in favor, Opening the Public Hearing, was approved.

A. Public Comment Period

Mr. Flint: The hearing is open. The Board previously considered a proposed budget and you set today as the date for the public hearing for its final consideration. You will see in the agenda Resolution 2024-03 approving the budget for Fiscal Year 2025 which starts on October 1st and attached to that is the proposed budget. It contemplates that the per unit assessment amounts would remain the same at \$587 per unit. The generated revenue from that is the same as the prior year. The admin expenses are going up slightly and that is the result of a proposed increase in the management fee and insurance primarily. It is going up about \$2,000 overall. The operating and maintenance is fairly flat. It is going up \$300 from the prior year. We have reduced the transfer out to capital reserve slightly. If you look at the current year under transfer out to capital reserve, you can see that we have a budgeted amount in the current year of \$25,000 and we are actually projecting that we are going to transfer out \$80,630. The reason we are doing that is we are calculating what the needed three-month operating reserve is in the fund and anything above the three-month operating reserve, we are recommending you move out into your capital reserve fund. After that \$80,000 transfer out in the current, you would still have the equivalent of three months of operating reserves. The capital reserve fund on page 10 you will see the estimated carryforward going into next fiscal year would be \$436,395 that is including the \$80,000 that we would transfer this year and then we would add another \$22,608 next year. We do not have any expenses indicated there but we anticipate they will be the next phase of the paving. At some point, we will be getting quotes for that. The fact that we don't have dollars in here doesn't prevent you from doing that. We also on landscape maintenance for the current year although the Board had awarded the

contract to law enforcement which we are going to talk more about under a separate item, we kept the amount and unrelated to the contract at the same as it was in 2024. A portion of that \$188,000 is the landscape maintenance and a portion is the pine straw. Any questions on the resolution or proposed budget? Is there any public comment on the budget? Hearing no public comment.

B. Consideration of Resolution 2024-03 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations

Mr. Flint: Is there a motion to approve Resolution 2024-03?

On MOTION by Mr. Hutson, seconded by Ms. LaFrance, with all in favor, Resolution 2024-03 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations, was approved.

C. Consideration of Resolution 2024-04 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint: This actually imposes the annual assessment related to the budget that you just approved. The budget that you just approved is attached as Exhibit ‘A’ and the assessment roll is Exhibit ‘B.’

On MOTION by Mr. Gysen, seconded by Mr. Solan, with all in favor, Resolution 2024-04 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Flint: Is there a motion to close the hearing?

On MOTION by Mr. Gysen, seconded by Ms. LaFrance, with all in favor, Closing the Public Hearing, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-05
Declaring Vacancies in Certain Seats**

Mr. Flint: Seat 1 and Seat 4 have terms that expire in November and no one qualified to run for those seats. Seat 1 is currently held by Ms. Ziino and seat 4 by Ms. LaFrance. When a seat is up for election and no one qualifies, the Board is required to declare those seats vacant as of the second Tuesday after the election. What you are doing by adopting this resolution is your

indicating those seats will be vacant as of November 19th. At that point, the Board will have the ability to appoint whoever occupies those seats. They just have to be a qualified elector which means they have to reside within Indigo East and be registered to vote with that address. Any questions on the resolution? Is there a motion to approve it?

On MOTION by Mr. Solan, seconded by Mr. Hutson, with all in favor, Resolution 2024-05 Declaring Vacancies in Certain Seats, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Proposals for Median Tree Replacement

Mr. Flint: The next item is dealing with the oak tree. Unfortunately, that oak tree had to be removed. The Board previously was provided with an arborist report indicating that the tree could not be saved, it would not survive and was actually a health safety issue. You approved its removal; I think it was \$2,400 to remove that tree. We are bringing back proposals for the replacement of the tree. Obviously, we are not going to be able to replace it with anything near what was there and we have some proposals for 8 inch and 10 inch trunks. The current landscape provider, Earthscapes Unlimited provided pricing for 8 and 10 inches. They are providing a one-year warranty on the tree which is fairly standard. We are estimating irrigation costs NTE \$1,000 to get bubblers to the tree. You can see an 8 inch tree is \$6,187 plus the irrigation cost would be \$7,187. The 10 inch tree would be \$8,104.61 plus the \$1,000 for irrigation which would be \$9,104.61. Juniper provided a price for a 10 inch. They are only providing a six-month warranty and irrigation is included in their price. It was \$9,171.19. Lawn Enforcement provided a price for a 10 inch with a one-year warranty and irrigation included for \$11,880. MHS only provided pricing for an 8-inch tree, estimating irrigation at \$500 and provided a price for the 8-inch tree of \$6,250 and no warranty so a total of \$6,750. I think we want to do the 10-inch tree. I don't know that you want to consider the 8-inch. When you look at the quotes, Lawn Enforcement is high. I don't think we would recommend using them anyway. The price between Juniper's warranty is only six months versus the one year and your current provider EarthScapes Unlimited looks like the most favorable. Andy, do you have any comments?

Mr. Jorgenson: I would follow the recommendation with EarthScapes. The smaller tree is going to survive a little bit better than the bigger tree. However, when you are talking between an

8 inch and 10 inch, there is not much of a difference. I need to look to see if those are container or basket grown or box grown because there are benefits of one versus the other as well. I believe the Earthscapes one, I will have to confirm, but it's a roots plus grown tree which has better benefit coming from the farm.

Mr. Flint: It doesn't look like it specifies in the proposal. You could approve it subject to verification.

Mr. Jorgenson: Ideally timewise, we would want to wait until later this fall or in the spring for cooler weather.

Mr. Flint: This won't be planted exactly where the existing tree is because even though you stump grind, it's going to be shifted over I think eight feet behind it.

Mr. Scheerer: On EarthScapes, it looks like they are combining an 8 and 10 inch on their total contract or are those going to be separated?

Mr. Flint: They will be separated. It will be whatever you end up approving, one or the other. They just set it up in their proposal as if it was both just to provide the pricing. If you approve the 10 it would only be the \$8,104 plus any irrigation cost which is estimated. It could come in less than the \$1,000.

Mr. Hutson: I recommend EarthScapes once Andy finds out what the ball is.

On MOTION by Mr. Hutson, seconded by Mr. Gysen, with all in favor, the Proposal for Median Tree Replacement, was approved.
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SEVENTH ORDER OF BUSINESS

Consideration of Agreement with Lawn Enforcement for Landscaping Services

Mr. Flint: At your last meeting, we had brought forward proposals. The existing agreement with EarthScapes Unlimited expires on September 30th and at the last meeting we brought forward proposals from Lawn Enforcement, EarthScapes and MHS. The Board made a decision to award the contract to Lawn Enforcement Agency so we prepared an agreement with them that is on the agenda that would go into effect on October 1st. However, I think there are some concerns about their performance on some other contracts within On Top of the World so we don't believe it would be prudent at this point to award additional work to them until there is some improvement seen on some of their other contracts. At the time you awarded this to them, they were brand new. There was no experience with them. Since that time, there has been some more experience with

them so there are some concerns about their ability to perform. If you went back and looked at the pricing that was provided, they were significantly lower than the other bids. MHS came in around where our current contract is and then EarthScapes went up by about \$30,000. They indicated the primary reason for their increase was the increase in the frequency of trimming the Viburnum. The current contract has once a year and the new scape had three times a year. In talking with Andy, we think the best approach and he has spoken with EarthScapes and they have agreed to continue to maintain the landscaping on a month-to-month basis while we go out and rebid the contract. There are some other providers that did not respond the first time that Andy believes we can get pricing from. Our recommendation at this point rather than awarding this agreement to lawn enforcement would be to authorize us to continue on a month to month with EarthScapes and then rebid the landscape maintenance. Any thoughts or discussion from the Board? It is not ideal but I think it is the right thing to do. In discussion with Andy, it has just been over the last week that really the discussion has come up.

Mr. Hutson: Does EarthScapes even though they are doing it right this minute, was already planned and done to take on other work elsewhere so will they be able to keep up with our work?

Mr. Jorgenson: They would love to continue with you guys indefinitely. She even mentioned on the phone last night, they would be okay with continuing. It would revert back to the original specifications. The reason why we went to three times a year on the viburnums was we were getting complaints mostly from the residents along 80th Street about how the Viburnums don't get trimmed often enough so we changed it from one to three times a year in this RFP. They would agree if we go back to the last specifications which is the one time per year, that they would like to continue with just a minimal CPI increase annually. They definitely want to try to keep the contract if they can.

Mr. Flint: That is another option to extend the current contract with a CPI adjustment under the current scope but I know there are concerns about the frequency of trimming the hedges. You can decide that, we can go out and get the pricing and then when we bring that back, one option would be stay with the current vendor with the inflation adjustment. You would just have the benefit of other pricing as well when you make that decision.

Ms. LaFrance: Would it be worth checking into seeing what it would be like to trim the viburnums twice a year.

Mr. Jorgenson: Absolutely. We can bid it out with a one time per contract trimming and then have them price it as a supplemental cost if we want to do it twice or three times, it would just be an additional work for them. You guys can decide whether you want to do it two or three times.

Mr. Gysen: Putting it out for bid right now for the other people that we don't really know much about, maybe consider keeping the current.

Mr. Flint: You might want the option. I know Juniper and Down to Earth are two of the other ones. Andy has experience with the other ones too. There are no stars out there right now. No one is setting the world on fire including the existing vendor. If this existing vendor was performing at the top of their game there would be no reason to make a change. I think everyone is struggling right now. I don't think you are eliminating the option of staying with EarthScapes and doing the inflationary adjustment by getting additional pricing. They have agreed to stay on month to month while we go through this process. We can ask them to rebid with the one time and the optional, under the new pricing schedule too maybe they will reconsider their pricing.

Mr. Solan: I think we should rebid it and go from there.

On MOTION by Mr. Solan, seconded by Mr. Gysen, with all in favor, Authorizing Staff to Rebid the Landscaping and Prepare an Extension of the Existing Contract on a Month-to-Month Basis, was approved.

EIGHTH ORDER OF BUSINESS

Ratification of Dewberry Work Authorization for Annual Engineer's Report

Mr. Flint: The Trust Indenture for the District's bond issue requires that an annual inspection be performed of the District's infrastructure and also review the budget and insurance policies. Because of the timeframe to get that completed I had to execute this back in April and I am asking the Board to ratify my action in doing that. Is there a motion to ratify the work authorization?

On MOTION by Ms. LaFrance, seconded by Mr. Gysen, with all in favor, the Dewberry Work Authorization for Annual Engineer's Report, was ratified.

NINTH ORDER OF BUSINESS

Approval of Fiscal Year 2025 Meeting Schedule

Mr. Flint: Each year you are required to adopt an annual meeting notice so we prepared one based on your current practice of meeting four times a year in November, February, May and August at this location at 9:00 a.m. You can approve this or we can change it, whatever the Board wants to do.

Mr. Gysen: I make a motion to approve as it is written.

On MOTION by Mr. Gysen, seconded by Mr. Hutson, with all in favor, the Fiscal Year 2025 Meeting Schedule, was approved.

TENTH ORDER OF BUSINESS

Review and Acceptance of Annual Engineer’s Report – ADDED

Mr. Flint: This is related to the work authorization for the Engineer that you just ratified. The engineer did complete their inspection of the stormwater system and have provided this letter that was handed out gets provided to the Trustee. The first paragraph says based on their inspection and their knowledge of the community the portions of the infrastructure being maintained is in reasonably good repair. The second paragraph indicates they have reviewed the budget and it seems to be appropriate to enable the District to maintain the facilities and the third one deals with the insurance coverage. That meets the indenture requirement. Any questions on that? If not, is there a motion to accept it?

On MOTION by Mr. Gysen, seconded by Ms. LaFrance, with all in favor, the Acceptance of Annual Engineer’s Report, was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Flint: Next is the Attorney’s report.

Ms. Wagoner: I have nothing to report today.

B. District Manager

i. Adoption of District Goals and Objectives

Mr. Flint: The legislature now requires all Special Districts to adopt goals, objectives, and performance measures and those have to be done initially by October 1st of this year and it would

be reported on December 1st of next year and then each year it would need to be readopted. We came up with some recommended goals and objectives and performance measures that we believe meet the spirit of the legislation. We have broken those up into three categories, community, communication and engagement, infrastructure and facilities maintenance and then financial transparency and accountability. Under each one of those areas, we have developed goals and measures so under community, communication and engagement we address public meetings and also address compliance with meeting notices and also access to public records. We hit on the main three items. On infrastructure and facilities maintenance, we cover site inspections and then the Engineer's annual inspection. Under financial transparency and accountability, we have one goal dealing with the budget, one goal dealing with the unaudited financials, and one dealing with the annual audit report. Any questions on those?

Mr. Gysen: Is it something we have to fill out every year?

Mr. Flint: We basically every year by December 1st indicate if we have met these goals and objectives and publish that on the website. We have listed what the standard is that has to be met and then yes or no. We would take the same form, update it for whether it has been achieved or not and then repost it on the website. Any questions on the proposed goals and objectives?

On MOTION by Mr. Hutson, seconded by Mr. Solan, with all in favor, the Adoption of Goals and Objectives, was approved.

ii. Approval of Check Register

Mr. Flint: You have approval of the check register from May 8th through August 5th. This covers the general fund and Board compensation for \$47,725.30. The detailed register is behind the summary. If you have any questions, we can discuss those. Is there a motion to approve the check register?

On MOTION by Ms. LaFrance, seconded by Mr. Gysen, with all in favor, the Check Register, was approved.

iii. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financials through June 30th. If you have any questions, we can discuss those but if not, there is no Board action required.

TWELFTH ORDER OF BUSINESS

Other Business

Mr. Flint: Any other business? Hearing none.

THIRTEENTH ORDER OF BUSINESS

Supervisors Requests

Mr. Flint: Any Supervisors requests?

Ms. LaFrance: This is my last meeting. I think everyone knows here that I am relocating to Massachusetts in two weeks so this is my resignation today. I just want to say it has been my honor and pleasure to serve on the Board.

Mr. Flint: Thank you for all of your service. We are sorry to see you go. I know you resigned once and then got reappointed. We were happy that you got back on the Board but we obviously wish you well moving closer to your family.

Ms. LaFrance: I really wish the Board all the luck in the world. It has been a great experience. I am glad I had the opportunity to do this. I want to thank Mr. Colen for the wonderful properties that you run. This has been a great experience.

Mr. Flint: It would be in order then for the Board to consider a motion to accept Ms. LaFrance's resignation. You will need to file a Form 1F which is the Final Disclosure Form. Our office will email you with the information on that. Your seat is up in November so likely the Board will just deal with that issue at the next meeting.

On MOTION by Mr. Hutson, seconded by Mr. Gysen, with all in favor, the Acceptance of Ms. LaFrance's Resignation, was approved.

Mr. Hutson: Since we are going on a month-to-month contract, do we have to notify the other company that starts October 1st on the landscaping?

Mr. Flint: Yes, we will have to let them know that they were not awarded. We had sent an award letter so will just have to send them another letter saying that we are rebidding and they are entitled to submit a new proposal. We don't have an executed contract with them and we have less than six weeks before their contract. We will notify them this week and then move forward with getting new bids.

Mr. Gysen: The sidewalks and gutter cleaning. They are working on the gutters. The sidewalks have not been done yet so may need to follow up on that.

August 20, 2024

Indigo East CDD

Mr. Flint: I will check on the status of that. We have \$18,000 budgeted for the pressure washing to do both the North and the South. Anything else? Hearing none.

FOURTEENTH ORDER OF BUSINESS

Adjournment

Mr. Flint: Is there a motion to adjourn?

On MOTION by Ms. LaFrance, seconded by Mr. Gysen, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

Indigo CDD	Year 1	Year 2	Year 3	Total Contract
Brightview	\$141,000.00	\$146,640.00	\$152,505.60	\$457,516.80
United Land Services	\$123,816.00	\$123,816.00	\$123,816.00	\$371,448.00
Juniper	\$196,900.00	\$196,900.00	\$196,900.00	\$590,700.00
Yellowstone	\$129,600.00	\$129,600.00	\$129,600.00	\$388,800.00
EUI	\$157,085.90	\$162,783.30	\$168,687.40	\$488,556.60
MHS	\$120,663.90	\$120,663.90	\$120,663.90	\$361,991.70
Ceptra	\$180,454.00	\$180,454.00	\$180,454.00	\$541,362.00

Additional Trim

\$6,000.00
\$3,000.00
\$4,600.00
2.50 per foot (6ft tall or less) \$5.50 per foot over 6 ft

Exhibit B

Project Location: Indigo CDD
 Final bids due: September 6th, 2024
 Start date: October 1, 2024

BrightView Landscape Services, Inc.

Specifications: see map attached

	<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Zoysia Turf: 546 sq.yds	\$2.00	\$1,092.00
Bahia Turf: 79,744 sq. yds	\$0.60	\$47,846.00
Bed Area: 18,662 sq. yds	\$1.70	\$31,725.00

	<u>Cost per zone</u>	<u>Cost per year</u>
Irrigation Maintenance 26 zones controller 1 Battery Operated	\$265	\$6,890.00

	<u>Cost per Plant</u>	<u>Cost per Year</u>
Annual Installation 4,000 (4x's/yr)	\$2.10	\$33,600.00

Indigo East Retention Ponds

	<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Tract B-2: 6.26 acres	\$1,300	\$8,138.00
Tract J: 6.18 acres	\$1,300	\$8,034.00
Tract H: 2.79 acres	\$1,300	\$3,627.00

Total Monthly Cost: \$11,750
 Total Yearly Cost: \$141,000

Please provide a one-time trim price for Viburnum hedge trimming, should the CDD request an additional trim. * One time viburnum hedge trimming \$6,000

Exhibit B

BrightView Landscape Services, Inc.

Project Location: Indigo
Final bids due: April 15, 2024
Start date: June 1, 2024

Specifications: see map attached

Indigo East Dog Park

		<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Bahia Turf:	3,812 sq. yds	\$0.67	\$2,554.00
Bed Area:	406 sq. yds	\$1.75	\$711.00

Indigo East Walking Trail

		<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Bahia Turf:	31,167 sq. yds	\$2.00	\$62,334.00

(Pricing higher to account for hard edge at trails and higher maintenance needed for these areas)

	<u>Cost per zone</u>	<u>Cost per year</u>
Irrigation Maintenance 10 zones controller	\$270	\$2,700.00

Indigo East Neighborhood Association HOA
(yellow on map)

		<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Zoysia Turf:	346 sq. yds	\$2.00	\$692.00
Bed Area:	11,654 sq. yds	\$1.75	\$20,395.00
Bahia Turf: Including DRA's	100,940 sq. yds	\$0.67	\$67,630.00

	<u>Cost per zone</u>	<u>Cost per year</u>
Irrigation Maintenance 32 zones controller	\$270	\$8,640.00

Total Monthly
Cost: \$13,805.00
Total Yearly Cost: \$165,660.00

**Uniting partners through exceptional
landscape services**



**UNITED
Land Services**

Indigo Community Development District

Indigo Community Development District



**Proposal
For
Landscape & Irrigation Maintenance**

9/6/24

Pricing Valid for 90 Days Upon Receipt

9/6/204

Indigo Community Development District

RE: Landscape Maintenance & Irrigation Proposal

Dear Jodi Knight,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your *Community Road Map*™ because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*™ you will find the following sections:

- **Company History:** Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- **Agreement & Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Luke Blackson

Business Development Manager

lblackson@unitedlandservices.com



**Company History,
Experience & Services**

Company History

Field Support Office

12276 San Jose Blvd
 Jacksonville, FL 32223
 (904) 829-9255

Total Number of Employees

1500+

Our History

How It All Started

The Company was founded by Bob Blandford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 1500 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.

Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.

United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.

Additional Areas Served

- Alabama
 - Montgomery
- Florida
 - Central Florida
 - Ocala
 - Ft. Peirce
 - Fernandina Beach
 - Tampa
 - Bradenton
 - Jacksonville
 - Ft. Lauderdale
 - Panama City
 - West Palm
- North Carolina
 - Greensboro
 - Charlotte
 - Raleigh
- South Carolina
 - Myrtle Beach
- Georgia
 - Savannah
 - Atlanta



Products & Services

We Are Your All-Inclusive Service Provider



Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.



Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Driveways & Entranceways

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.

Irrigation Experts

Your Team of Certified & Licensed Specialists



Installation, Maintenance & Repairs

- **Installation** - At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.
- **Maintenance** - Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.
- **Improvements** - Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.



Agronomics Program

Certified Pest Control Operators



Fertilization, Pest Control & Agronomy Management

- **Fertilization** - We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast
- **Pest Control** - United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.
- **Agronomy Management** - We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.

Hurricane Preparedness

Plan of Action

United Land Services is able and ready to handle any and all necessary storm cleanup related work. We address the cleanup & remediation process in a three phase approach to get customers back online quickly.



Phase 1

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thoroughfares in common areas

Phase 2

- Assessment of total clean-up needed and associated total costs of Phases 1-3.
- Removal of any debris generated and stock-piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove “hangers”,



Prioritizing Safety

Minimizing Risks

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with Industry Safety Experts
- Personal Protection Equipment Requirements
- Ongoing MVR Tracking and Reporting
- Post Accident Drug Testing





Exclusive Partnerships

Exclusive Partnership



Exclusive Partnership



CONDEV

April 23, 2024

To whom it may concern:

We are pleased to write this letter on behalf of the team at United Land Services. Our company has been working closely with United on several development projects both on the new landscape installation and maintenance fronts with great results.

United's responsiveness and attention to detail set them apart in the industry and have been a welcome addition to our development process. We now include United very early in the process when contemplating landscape design for new projects. We have found this very beneficial.

We highly recommend United Land Services when considering a dedicated landscape installation and maintenance team.

If we can provide any further information regarding our experience with United Land Services, please do not hesitate to contact us.

Regards,

CONDEV COMPANIES



Christopher J. Gardner
President

To Whom it May Concern:

I am writing to wholeheartedly recommend United Land Services for any landscaping projects you may be considering. As the Property Manager for Waterleigh Phase 4 Single Family & Townhome HOA's, I have had the pleasure of working closely with United Land Services on multiple occasions, and I can confidently attest to their exceptional professionalism, expertise, and commitment to excellence.

One example of their commitment to excellence is, when a homeowner called at 7AM on a non-maintenance day with a broken mail line, United's Team displayed remarkable efficiency and professionalism. Within just two hours of the call, they were onsite and swiftly completed the necessary repairs. Their prompt response not only prevented further damage but also minimized inconvenience for the homeowner. Such dedication and commitment to customer service are truly commendable and reflect positively on United's reputation.

Moreover, United Land Services consistently demonstrates a genuine passion for their craft, evident in every aspect of their work. Their dedication to customer satisfaction is unparalleled, and they go above and beyond to ensure that their clients' visions are not only realized but exceeded.

In addition to their technical skills the team at United Land Services is a pleasure to work with. They are approachable, responsive, and collaborative, making the entire process smooth from start to finish.

Based on my experiences, I have complete confidence in United Land Services' ability to deliver outstanding results on any landscaping project they undertake. Their professionalism, creativity, and commitment to excellence make them a truly exceptional partner.

If you have any further questions or require additional information, please do not hesitate to contact me. I am more than happy to provide any assistance I can.

I am certain that you will be as impressed with their work as I have been.

Sincerely,

Heather Burch, LCAM

Property Manager

Access Management

16150 Pebble Bluff Loop

Winter Garden, FL 34787

E: hburch@accessdifference.com P: 407-605-5588

To whom it may concern,

April 18, 2024

I am writing to provide information on our working relationship on behalf of Inframark for United Land Services. Inframark has been working closely with United on several of our accounts, and we have consistently experienced their professionalism and exceptional responsiveness.

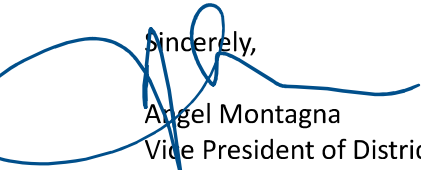
Whenever issues arise, United Land Services has shown great proficiency in handling them efficiently and effectively. Their prompt and thorough approach to problem-solving has been instrumental in maintaining the smooth operation of our projects.

Working with United Land Services has been a pleasure for the Inframark teams. Their commitment to delivering high-quality services and their dedication to customer satisfaction have greatly contributed to our successful partnership.

We highly recommend United Land Services for any future collaborations and can assure you that their expertise and professionalism will be a valuable asset to your organization.

Should you require any further information or have any specific inquiries, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angel Montagna", written over the typed name.

Angel Montagna
Vice President of District Services
Inframark



352.331.9988
5950 NW 1st Place
Suite 160
Gainesville, FL 32607
VestaPropertyServices.com

To Whom It May Concern:

I am pleased to offer the following comments regarding United Land Services. United Land Services is contracted to provide lawn and landscape services for the Longleaf Homeowners Association located in Gainesville, Florida.

Company services were initiated on January 1, 2024, and services continue to the present time. The transition to United Land Services from our former provider was better than anticipated. Such transitions may be a challenge however United Land Services' direct communications made the process easier.

United Land Services' management team continues to meet with the HOA Board President and myself monthly to ensure the proper delivery of landscape services as well as special projects. The company implemented an on-line work order system known as *issuetrak*. I am optimistic this work order system will provide direct communications between the company and HOA owners.

Please do not hesitate to contact me should you require additional information regarding United Land Services' performance.

Kind Regards,

Jessica Felver

C.A.M.

Vesta Property Services

5950 NW 1st Place

Gainesville, FL 32607

352-331-9988

longleaf@vestapropertyservices.com



Development Strategy

Phased Development Strategy

Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



Premier Landscape Platform



A Reputation of Excellence



Full-Suite of Services



Experienced Management Team



Relationship-Oriented Service

Phased Development Strategy

Plan of Action

Phase I (Days 1-30)

- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.



Phased Development Strategy

Plan of Action

Phase 2 & 3 (Days 31-90)

- Examine Phase I results and modify “Plan of Action” if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.

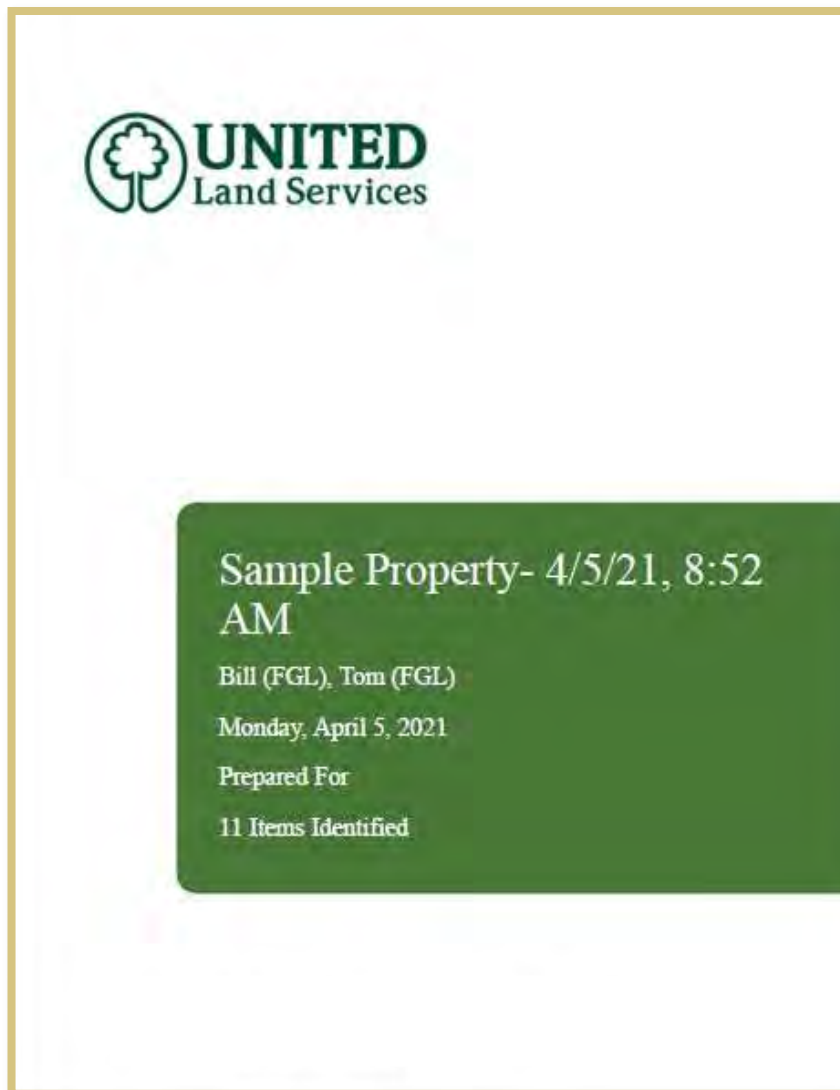




Closing the Communication Gap

Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication through pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.



Closing the Communication Gap

Alignment, Execution & Building Partnerships

SAMPLE



Issue 1
Selectively remove tall stalks on White BOP in a sectional manor.
Removals tagged with orange tape



Issue 2
Remove Mags on Cody Chase



Issue 3
Declining Washingtonian on Cody Chase



Issue 4
Remove staking kit

SAMPLE



Issue 5
Queen Palm on 46A dead from Ganoderma



Issue 6
Possible irrigation issue on Podocarpus along 46A units



Issue 7
Replace declining Pittisporum with turf



Issue 8
Proposal for method to attach Jasmine to columns / pergola

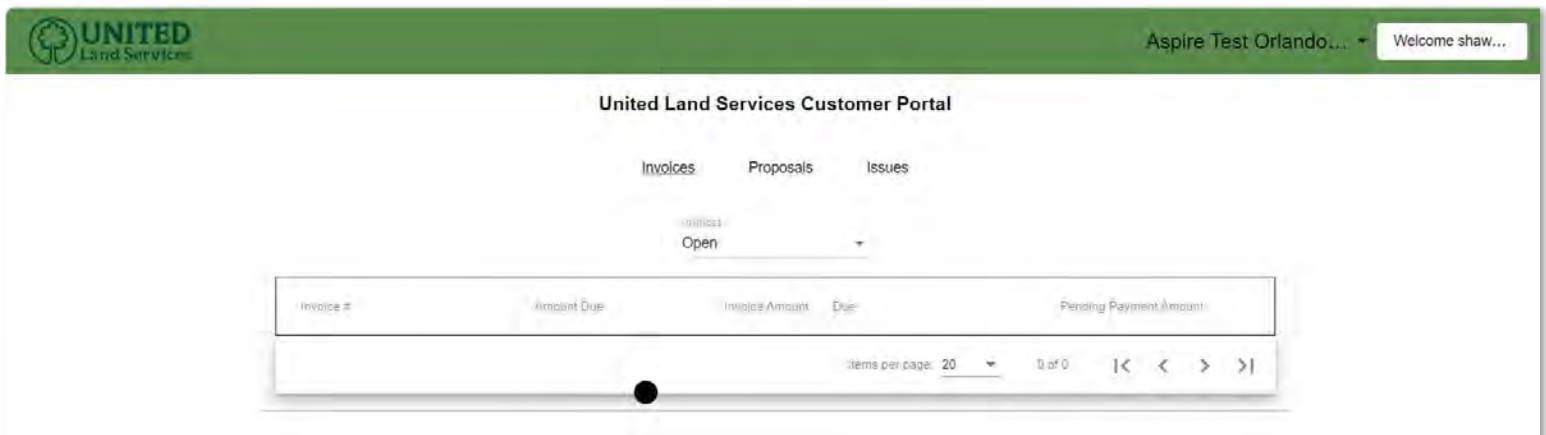
Work Order Software

Accountability, Communication and Productivity

United Land Services Work Order System Powered by:



United Land Services is dedicated to ensuring our valued partners receive the highest level of communication for a success long term partnership. Our work order system gives the client all the tools needed to stay informed on their property. The Aspire work order system is a user friendly software system that compliments our strong level of communication while providing accountability for our dedicated team.



FEATURES:

- View Invoices
- Pay Invoices
- View Proposals
- View Past Work Orders
- Review Updates on Work Orders
- View Landscape Experts Notes
- Sign Proposals
- Create Issues
- Submit Work Orders

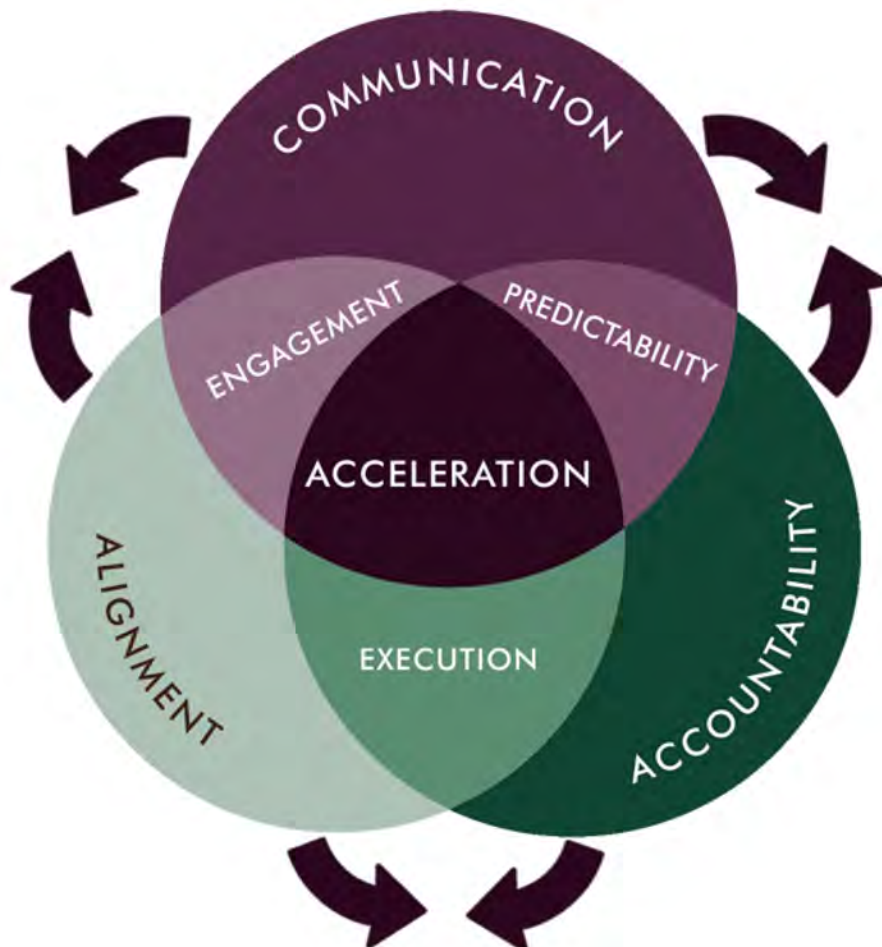
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals. (Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.



Closing the Communication Gap

At United Land Services, our dedicated account managers ensure seamless communication with our valued clients through our comprehensive newsletter service. Drawing from their extensive knowledge of our services and industry trends, account managers curate newsletters that keep clients informed about upcoming services, personnel changes, crew updates, and essential landscaping tips. By staying attuned to clients' needs and preferences, our account managers personalize each newsletter to deliver relevant and timely information, fostering strong client relationships and empowering them to make informed decisions. With a commitment to transparency and excellence, United Land Services' newsletters serve as a valuable resource, enhancing client satisfaction and facilitating collaboration for successful landscaping projects.





Certifications

Certification

Your Agronomics and Irrigation Specialists

STATE OF FLORIDA
 Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date: May 7, 2024 File No.: JF244527 Expires: June 1, 2025

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2025**

HARRY LEE DOBBS
 14607 NW 41ST AVE
 NEWBERRY, FL 32669

General Household Pest and Rodent Control
 Lawn and Ornamental



WILTON SIMPSON, COMMISSIONER



Donald Cope

Certificate: 605991 Has Completed a FDOT Approved Temporary Traffic Control  anced

Issued: 02/10/2023 Training Provider: myTTCOnline
 83 Geneva Cr. Suite 621394
 Oviiedo, FL 32762
 Ph: 407-901-0206

Expires: 02/10/2027

Instructor: M. H.

Verify this Certificate at www.motadmin.com.

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BLANDFORD, ROBERT JOHN
 UNITED HOME BUILDERS OF JACKSONVILLE, INC.
 937 BULKHEAD RD
 GREEN COVE SPRINGS, FL 32043

LICENSE NUMBER: CBC1251617
 EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
 This is your license. It is unlawful for anyone other than the licensee to use this document.



The International Society of Arboriculture
 Hereby Announces That
David J. Rivera
 Has Earned the Credential
ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Carolyn Pollock
 Carolyn Pollock
 CEO & Executive Director

9 June 2013	30 June 2025	FL-6545A
Issue Date	Expiration Date	Certification Number





IRRIGATION SPRINKLER

St. Johns County
 Authorized Contractor

License No: BL-4240
BLANDFORD, ROBERT J
 FLORIDA ULS OPERATING LLC DBA UNITED LANDSCAPES
 DOB: 7/31/1975
 Issued: 9/8/2021
 Expires: 9/30/2023

* License valid through expiration date, unless sooner disqualified *



CERTIFICATE OF COMPETENCY

BROWARD COUNTY
 FLORIDA

CECIL E. GESTER
 Irrigation Specialty Contractor



UNITED LAND SERVICES

CC# 23-ISC-23109-R EXPIRES 2024-08-31

Certification

Your Agronomics and Irrigation Specialists

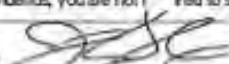


Certification

Your Agronomics and Irrigation Specialists

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Florida ULS Operating LLC		
2 Business name (if disregarded entity name, if different from above) United Land Services		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (do not apply only to certain entities, not individuals; see instructions on page 9).	
<input type="checkbox"/> Individual sole proprietor—single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) S <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Apply to a trust or estate of a citizen or LLC)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 12276 San Jose Blvd Suite 747		Requester's name and address (optional)
6 City, state, and ZIP code Jacksonville, FL, 32223		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>		Social security number <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table> OR Employer identification number <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>																				

Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code (if entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here Signature of U.S. person	 Date 1/5/20

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:	<ul style="list-style-type: none"> Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transaction) Form 1099-K (merchant card and third party network transactions) Form 1099-B (home mortgage interest), 1099-E (student loan interest), 1099-T (taxation) Form 1099-C (car loan debt) Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later.
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**Scope of Services
Summary**

Exhibit A: Scope of Services Summary

Annual Maintenance Outline

The following outline details our proposed scope of services and offerings to be provided by our service teams, to ensure we meet the specific needs of your project as governed by our agreement.

I. Scope of Work

A. Landscape Maintenance

Mowing:

Lawns shall be mowed weekly during the active growing season and as needed during the non-growing season as referenced in Exhibit A. Alterations of the mowing schedule due to site conditions such as dry or saturated turf will dictate the mowing operations, and must be approved by a PMMM authorized representative. Turf will be cut with rotary mowers in order to maintain a uniform height of cut. Height of cut shall be within the recommended range dictated in the *UF/IFAS Green Industries Best Management Practices* handbook as shown in the graphic below. Contractor shall leave clippings in the lawn as long as no visible clumps or excessive debris remain.

Turfgrass Species	Desired Mowing Height (inches)	Mowing Frequency (times)
Bermudagrass	3.0-4.0	7-14
St. Augustine	0.75-1.5	5-7
Centipedegrass	1.5-2.5	7-14
Floratone	1.0-2.0	5-10
Hydrangeagrass	3.5-4.0	5-7
St. Augustine	2.0-2.5	5-7
St. Augustine	1.5-2.5	5-7

Trimming:

All fixed objects shall be trimmed in order to maintain a neat appearance. Turf shall be string trimmed to match the height as determined by the mowers. Turf adjacent to all bodies of water shall be mowed or string trimmed to the water's edge during each mowing operation.

Edging:

All hardscape objects shall be edged on a routine basis as referenced in Exhibit A. All landscape beds shall be edged on a routine basis as referenced in Exhibit A. All debris generated from each of these processes shall be removed on the same day the process is completed.

Blowing:

As part of each maintenance cycle, all debris generated from our work, shall be removed from sidewalks, roadways, paved areas, monuments, and markers on days of service. Additional blowing to maintain sidewalks, driveways and patios free of debris shall be performed as needed.

Scope of Services Summary

Annual Maintenance Outline

on a bi-weekly schedule when mowing is reduced to one (1) event per month in the slow growing season.

Weed Control:

Contractor shall keep beds free of broadleaf or grassy weeds using an approved selective or non-selective herbicide labeled for the area being treated.

Groundcovers:

Groundcover shall be edged in order to keep it within the bounds of its intended area.

Pruning:

Shrubs shall be pruned only as necessary to create a natural appearance, to maintain the desired shape, and to remove damage or diseased wood. Frequency of trimming shall be every six (6) weeks up to nine (9) times per year. Larger hedge rows (i.e. *Viburnum Odoratissimum*) that are not part of a residential landscape and intended to act as a buffer hedge between adjacent common areas, shall be completely trimmed (sides included) once annually to a height no taller than twelve (12) feet. Additional plant varieties may also fall in this category where specific tree type shrubs are installed in parking lot islands.

Trees:

Height limitation for tree pruning included within the scope of this agreement is fifteen (15) feet. The lower branches on trees up to fifteen (15) feet shall only be raised to provide clearance for pedestrians, vehicles, buildings, shrubs, or to improve visibility. Tree pruning in excess of fifteen (15) feet in height will only be performed with prior written approval from PMMM. This pruning does not cover any type of interior pruning on the canopies such as thinning, deadwood, or crown reduction. Pruning shall be performed on an as needed basis.

Tree stakes and ties are to be inspected monthly for correct installation and placement. When trees are stable enough and have developed caliper to stand alone, stakes and ties shall be removed by Contractor. Trees staked (without ties) for protection from damage may remain staked an additional period of time.

A 5' (five foot) radius circle around the base of trees shall be free of weeds and turf and shall be maintained by the use of a legally approved herbicide. Stakes or guy wires shall be treated in the same manner as the base of trees described above.

Trees located in natural tree preserve area shall be left in a natural state unless dead wood is present. Contractor shall remove any fallen dead wood and report dead or dying trees to a PMMM representative immediately.

Perennial/Annual Color Beds

Perennial/Annual color beds shall be maintained to show a colorful appearance at all times. Beds are to be kept free of weeds and spent flowers.

Annual color beds shall be replaced a minimum of four (4) times annually to ensure vibrant color and growth with plant material suitable for the season. Soil amendments shall be added at the time of replacement. Soil amendments such as organic peat or an approved planting mixture shall be

Scope of Services Summary

Annual Maintenance Outline

tilled in at the time of installation. Perennial/Annual color beds shall be fertilized when soil amendments are added. Osmocote or a similar product may be used. Beds may need to have additional liquid applications of fertilizer added to them if plant material warrants.

Mulch

Mulch is excluded from this contract. Contractor shall maintain all mulch installed to ensure no loss, other than natural degradation, occurs.

Debris and Storm Cleanup:

Excess debris in the landscape area shall be removed on the days of service. All debris, generated from our work, shall be removed from sidewalks, roadways and paved areas on the days of service. This excludes heavy leaf fall pickup. Contractor is not responsible or removal of excessive storm debris or fallen tree litter greater than 4" in diameter.

B. Horticulture Management

Fertilizer and Pesticide Application Records

All fertilizer and pesticide applications records shall be reported to PMMM at the time of monthly invoicing. Records shall show product and rate applied, date of application, applicator name and location of application.

Pesticide Application Notice

Proper signage, as required by Florida Statute 5E-14.147, shall be located in a conspicuous place at each application area for all pesticide applications and shall be removed by Contractor after a 24-hour post application period.

Fertilization:

Turf and ornamentals shall be fertilized with approved commercial grade fertilizer. The number of applications will be based on plant types and requirements as dictated in Exhibit A.

All granular fertilizer shall be comprised of a minimum of 70% slow-release fertilizer consisting of polymer coating, sulfur coating, or polymer-sulfur coated Nitrogen. As dictated in Exhibit A, three (3) month blends are those that supply a minimum of 1 pound of Nitrogen per one thousand square feet for the duration of the blend, four (4) month blends are those that supply a minimum of 1 pound of Nitrogen per one thousand square feet for the duration of the blend, and six (6) month blends are those that supply a minimum of .5 pounds of Nitrogen, .25 pounds of Phosphorus and .5 pounds of Potassium per one thousand square feet for the duration of the blend. All applications shall include .5 pounds of Potassium per one thousand square feet regardless of plant type. All blends for turfgrass shall not contain Phosphorus unless dictated by an accredited soil lab test.

All liquid fertilizer applications shall contain a full micro nutrient package containing Fe, Mg, Mn and S. Additional Nitrogen, Phosphorus and Potassium may be included in liquid fertilizer applications. No liquid fertilizer application shall supply no more than .10 pounds of Nitrogen per one thousand square feet.

Scope of Services Summary

Annual Maintenance Outline

All fertilizer applications shall be made to not damage or stain adjacent hard surfaces, including homeowner installed items. Contractor shall be held responsible for any damages thereof resulting from any application causing damage to said surfaces.

Turf Weed Control:

Broadleaf and sedge type weeds shall be covered under these specifications. Turf areas shall be treated as warranted with approved pre and post emergent weed control products following all State and Federal regulations and approved for the application site. Contractor shall respond to work orders for weed control in turf and landscape beds within a two (2) week window throughout the year.

Insect Control:

Contractor shall provide control for insects damaging turf and ornamentals by using approved products following all State and Federal regulations and approved for the application site as needed throughout the year. Insect control includes spot treating for fire ant mounds and infestations. Contractor shall respond to work orders for insect control in turf and landscape beds within a two (2) week window throughout the year.

Disease Control:

These specifications do not include preventative measures for fungus and disease. The contractor shall provide treatments to stop or slow the progression of diseases when necessary throughout the year, regardless of plant type

C. Irrigation Management

Scheduling:

Where applicable, Contractor shall schedule the irrigation in quantities and frequencies consistent with seasonal requirements. Contractor shall schedule the system to operate at night so as to not interfere with daytime use of property and to promote water conservation. Daytime watering to relieve plant stress or to incorporate fertilizer or pesticide applications, where required by the label, federal or state law, is acceptable. Contractor shall schedule the operation to adhere to local watering restrictions when applicable.

Irrigation Inspection:

Contractor shall perform the following services as part of the monthly irrigation inspection:

- Activate each irrigation zone of the system.
- Visually check for any damages or necessary repairs.
- Straighten or adjust irrigation heads and nozzles as necessary.
- Adjust the irrigation controller for specific watering requirements according to the season and site conditions.
- Provide a written report of the findings.

Damage to the irrigation system:

Contractor shall repair, at no cost, any damage caused by maintenance operations. Contractor shall be held responsible to make any necessary repairs to the control, piping and distribution systems, with prior PMMM approval, for damages within their area of responsibility resulting from faulty equipment, lightning, construction work, vandalism, pre-existing conditions, freezes, or acts of God, but shall not be held liable for expenses associated with repairing said damage.

Scope of Services Summary

Annual Maintenance Outline

D. Drainage Maintenance

Ponds, Intake and Outflow Structures Maintenance

Mowing and edging shall be performed as to keep structures clear of grass, weeds and debris. Inspections shall be done weekly, or more frequent during periods of expected heavy rainfall, to assure grates, pipes and splash pads are clear of debris. Where applicable, aquatic weed and algae management will be performed by third-party contractors paid for by PMMM.

Retention Pond Maintenance

Contractor shall be responsible for maintaining all retention pond slopes and bottoms in accordance with the Southwest Florida Water Management District guidelines presented in the District's publication "How to Operate & Maintain Your Stormwater Management System". This includes ensuring that all washouts and any depression smaller than three foot by three foot by three foot (3' x 3' x 3') are repaired in an expedited manner. Depressions larger than 3' x 3' x 3' shall be reported to a PMMM representative within 24 hours of discovery.

E. Damages

Contractor shall be held liable for any damage, at the Contractor's sole expense, while performing maintenance duties under their scope of work. Damages include loss of turf, trees or shrubs from improper irrigation management, improper pruning, improper pest control, and improper equipment operation. Contractor shall be held responsible to make any necessary repairs, with prior PMMM approval, for damages within their area of responsibility resulting from faulty equipment, lightning, construction work, vandalism, pre-existing conditions, freezes, or acts of God, but shall not be held liable for expenses associated with repairing said damage.

F. Community Mindedness

Policing shall be performed on a daily basis for the removal of all trash litter (i.e.: paper, cans, bottles, etc.) to all areas of the property including areas outside of the Contractors scope of work. Additionally, litter control will also be performed throughout the entire community while travelling between property locations.

Contractor shall also report to PMMM any issues observed outside of the Contractors scope of work while performing duties throughout the community. These may include dead trees, improper use of facilities, safety hazards, fallen street signs, equipment or facility issues.

G. Items not included in this agreement

Acts of God Damage

Damage to the property as a result of Acts of God may include, but are not necessarily limited to: removing blown-over trees, broken limbs, and stumps; removing silt or debris deposited by floods; damage from freezing, hurricanes, or other unusual occurrences will be handled on an individual basis as a pre-approved extra cost. Contractor shall make emergency repairs to prevent further damage, when necessary, without the additional work being pre-approved by PMMM representative.

Scope of Services Summary

Annual Maintenance Outline

must be submitted simultaneously with invoicing for work performed each monthly contract period in order to qualify for payment.

Such invoice must be submitted within sixty (60) calendar days of completion of the work. In the event that the final invoice is not submitted within the sixty (60) calendar days of completion of the work, PMMM shall have the right to demand, in writing, that the Contractor submit the invoice within five (5) business days from the date such written demand is made. If the Contractor does not comply with such five (5) business day demand, then Contractor shall be in breach of this agreement. Any submitted invoice after this initial sixty-five (65) day submission period shall be null and void and Contractor shall not be entitled to said payment.

PMMM accounting department contact information will be provided in final contract.

Contractor Representative

Contractor shall provide an authorized representative to be "on-call" 24 hours per day. A list of authorized representatives along with contact information shall be provided in writing to PMMM prior to the start of this agreement. In the event of an extended absence (more than 7 days) of the Contractor Representative, contractor will provide sufficient experienced personnel to maintain the integrity of the contract at the cost of the Contractor. Contractor Representative shall meet bi-weekly with PMMM representatives to discuss current issues, work schedules, outstanding work orders and upcoming work.

Contractor Employees and Sub-contractors

All individuals doing business with and for PMMM or On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities will work with integrity. The Contractor's employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with your company. PMMM expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans or any other information that might be contrary to the interest of PMMM, On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities, without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of PMMM, On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities expectations will subject the vendor(s), contractor(s) and/or other business enterprises(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact Andrew J. Jorgensen, Director of Community Operations, Parkway Maintenance & Management Marion, LLC.

All Contractor employees and representatives shall be dressed appropriately and professionally and be provided uniforms stating Contractor company name clearly on the front or back of said uniform.

Scope of Services Summary

Annual Maintenance Outline

Inspections

A PMMM representative may make periodic, unannounced inspections at any time. The intent of the inspections is to verify contract obligations are being met. Failure to meet contract obligations will be documented in writing and sent to Contractor representative with a thirty (30) day period for improvement. Failure to meet contract obligations will result in contract loss.

Owner's Right to do Work

If the Contractor fails to expediently meet the specifications within the contract, PMMM may, forty-eight (48) hours after submitting written notice to the Contractor, without prejudice to any other remedy he may have, correct any deficiencies or phases of work in which the Contractor neglected. PMMM shall deduct the cost of any such work done from the payment to the Contractor.

In addition, PMMM reserves the right to complete any work not included in the maintenance contract without additional fees due to Contractor.

Pesticide Application Notice

Proper signage, as required by Florida Statute 5E-14.147, shall be located in a conspicuous place at each application area for all pesticide applications and shall be removed by Contractor after a 24-hour post application period.

Completion of Work Orders

PMMM utilizes a work order system to identify areas of additional work needed. All work orders are issued to the Contractor 24-hours after receipt and shall be completed and closed out within ten (10) business days. PMMM understands that unforeseen circumstances may limit Contractor from fully completing all work orders within said ten (10) business day period and requests frequent and open communication from Contractor as to status for completion. Failure to complete work dictated by said work order within a forty-five (45) day period shall allow PMMM to complete work, with any expenses related to such, deducted from any future payment to Contractor.

Bidder Contact Information

The bidder should indicate the appropriate contact information (street address, phone, fax, e-mail address, and contact name) for contractor representative responsible for said bid.



Method and Approach

Method and Approach

Service Areas Take-Off

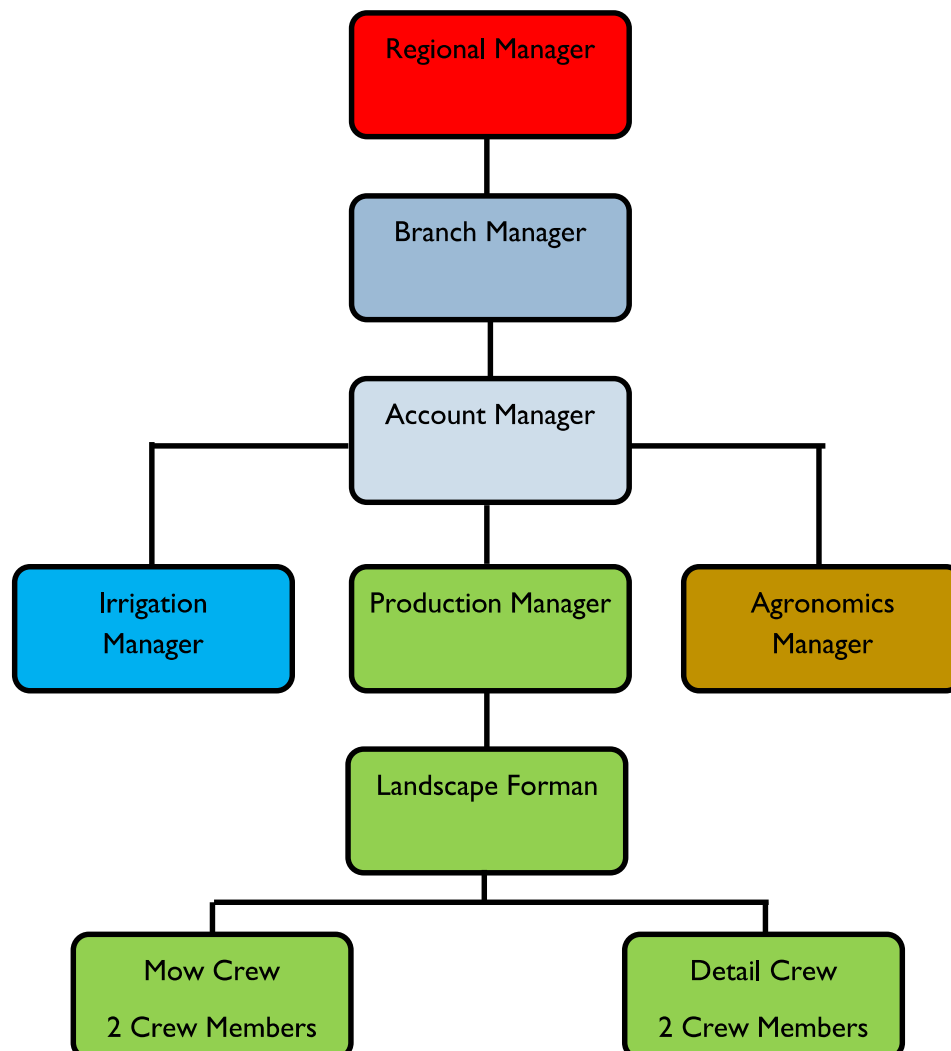
United Land Services is pleased to provide our take-off, generated by our in-house estimators, for service areas at Indigo Community Development District. This take-off illustrates the areas we are bidding to maintain. If there are any areas we may have missed, please let us know so we can correct the estimate and ensure we are the best trade partner for you. Please refer to the map below for detailed coverage.



Method and Approach

Staffing Chart

At United Land Services, we utilize a multi-layered approach to ensure that the Indigo Community Development District consistently receives top-tier service. This structured layering system not only enhances the quality of our services but also facilitates multiple levels of supervision and communication. Each layer is designed to streamline operations and create clear points of contact between the Indigo Community Development District and our team, ensuring that every aspect of our service is managed efficiently and any issues are swiftly addressed. This comprehensive framework underscores our commitment to maintaining the highest standards and fostering a strong, collaborative relationship with the city.



Method and Approach

Leadership Team

United Land Services has diligently prioritized hiring top-quality staff members since 2002. This commitment ensures that we consistently deliver superior services and maintain open, effective communication channels with our clients. Our dedicated team remains the cornerstone of our success, driving excellence in every aspect of our operations.

Regional Vice President

-Jason Ackman

-Oversees all landscape maintenance and installation for the central Florida regions.

Regional Director

-Brett Perez

-Oversees all United Operations in the Region and Offers Assistance to Local Branches.

Branch Manager

-Kevin Englert

-Leads all teams out of the Ocala Branch. Is responsible for operation at Indigo Community Development District.

Account Manager

-Dillon Bauerfiend

-Onsite Management for all crews and primary point of contact for the Indigo Community Development District

Business Development Manger

-Luke Blackson

-Works with the district to ensure a smooth onboarding process including handing contracts and billing.

Director of Fleet and Safety

-Tom Enright

-Develops a comprehensive safety plan company wide. Provides capitol resources for all branches.

Method and Approach

Equipment

United Land Services operates an extensive fleet comprising over 1000 vehicles, including irrigation vans, maintenance trucks, management vehicles, trailers, side by sides, dump trailers, and various other types of vehicles. In addition to this impressive fleet, United Land Services employs state-of-the-art landscape equipment such as mowers, hand tools, z sprayers, and various other forms of equipment. We prioritize the meticulous monitoring and maintenance of all our vehicles and equipment to ensure they meet the highest performance standards, enabling us to deliver exceptional service to our clients.



At United Land Services, we recognize the critical role that well-maintained vehicles and equipment play in delivering top-notch landscaping services. With our diverse fleet of over 1000 vehicles and cutting-edge landscape equipment, including mowers, hand tools, z sprayers, and more, we are equipped to tackle any project with efficiency and precision. Our commitment to excellence extends to the rigorous monitoring and maintenance of all our vehicles and equipment, ensuring they operate at peak performance levels. By upholding these high standards, we not only optimize our operational efficiency but also guarantee the delivery of outstanding service to our valued clients.

A comprehensive list of United Land Services equipment is available upon request. Feel free to reach out, and we'll be happy to provide you with the details you need.

Method and Approach

Central Florida Locations

United Land Services currently operates out of over thirty locations in the southeast. Those locations range from North Carolina to South Florida. Currently there are five locations for United Land Services in Central Florida. Those locations address are listed below.

Ocala	Kissimmee	Orlando South	Orlando North	Reunion
2601 SE County Hwy 484 Bellview, FL 34420 904-676-0477	4600 Cecile Dr. Spring Hill, FL 34610 352-593-5830	6386 Beth Road Orlando, FL 32824 321-281-8861	280 Barwick Road Debary, FL 32713 407-330-2070	1010 US Hwy 17 92 N Davenport, FL 33837 904-510-7014

United Land Services intention is use crews from the 16 acre shop in Belleview to manage the landscape maintenance at Indigo Community Development District. The Belleview shop will be managed by Kevin Englert from the Central Florida region of United Land Services in Orlando.





Your Investment




Exhibit B: Your Investment

Landscape Management Proposal

Contract Maintenance	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning (up to 12 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup, Fertilization, Chemical Treatment, Pest Control, Annual Trimming of Viburnum Hedges,	\$9,203	\$110,436
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$273	\$3,276
Seasonal Color (4x Per Year) Preparation and Replacement of Annual Beds	\$842	\$10,104
Total for Landscape Maintenance	\$10,318	\$123,816

Additional Items	Price
Viburnum Hedge Maintenance	\$3,000
Annual Per Plant	\$2.50

**Providing exceptional landscape services to partners
across the state of Florida.**

				
	 <p>UNITED Land Services</p> <p>Luke Blackson Business Development Manager</p> <p>Phone: 904-544-0648 Email: lblackson@unitedlandservices.com</p>			
				
				

United We Grow!



*Uniting partners through exceptional
landscape services*

the 1990s, the number of people in the world who are living in poverty has increased from 1.1 billion to 1.5 billion (World Bank 2000).

There are a number of reasons for this increase in poverty. One of the main reasons is the rapid population growth in the developing world. The population of the world is expected to reach 8 billion by the year 2025 (United Nations 2000).

Another reason is the increasing inequality in the distribution of income. The rich are getting richer and the poor are getting poorer. This is true in both developed and developing countries.

There are also a number of other factors that contribute to poverty, such as the lack of access to education and healthcare, and the effects of natural disasters and wars.

It is clear that poverty is a complex problem that requires a multi-faceted approach to solve it. This paper will explore some of the causes of poverty and discuss some of the ways in which it can be reduced.

The first step in reducing poverty is to identify the causes of it. There are a number of different causes of poverty, and they vary from country to country.

One of the main causes of poverty is the lack of access to education. In many developing countries, only a small percentage of the population is able to attend school.

Another cause of poverty is the lack of access to healthcare. In many developing countries, people do not have access to basic medical services.

There are also a number of other factors that contribute to poverty, such as the effects of natural disasters and wars. These factors can destroy people's homes and livelihoods, and leave them with no means of survival.

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Juniper

DESIGN | BUILD | MAINTAIN

**Indigo Community
On Top of the World
Ocala, FL**



TABLE OF CONTENTS

INTRODUCTION

- Company Overview
- Staffing
- Sample Reports/Schedules

PROPOSAL

- Action Plan & Proposal
- Equipment List
- References
- Customer Service
- Juniper Mapping

OUR SERVICES

- More Than Just Maintenance

QUALIFICATIONS

- Certifications & Licenses

Submitted by:
Rodrigo Leon
Client Relations Manager
(239) 446-9329



Dear Client:

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process for Indigo Community within On Top of The World. At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs. Our commitment to quality, dependability, and industry best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow. Juniper has been servicing communities throughout Florida for over 20 years and our skilled teams are dedicated to your landscape initiatives

We look forward to having the opportunity to work with you and to discuss the enclosed information. If you have any questions, please contact me at (239) 446-9329.

Thank you,

Rodrigo Leon
Client Relations Manager
(239) 446-9329
rodrigo.leon@juniperlandscaping.com
Junipercares.com



Dear Client,

I am writing on behalf of Juniper to confirm our acceptance of the specifications outlined in "Exhibit A" of the proposal for common area landscape maintenance. We acknowledge and agree to conform to the performance standards set forth for the contract award process.

Please find attached our signed certification document as per your request.

Should you require any further information or clarification, please do not hesitate to contact me at 407-269-3547 .

Thank you for the opportunity to participate in this proposal process.

Sincerely,

Keith Kirchofer

Keith Kirchofer

Ocala Branch Manager

(407) 269-3547

Keith.Kirchofer@juniperlandscaping.com

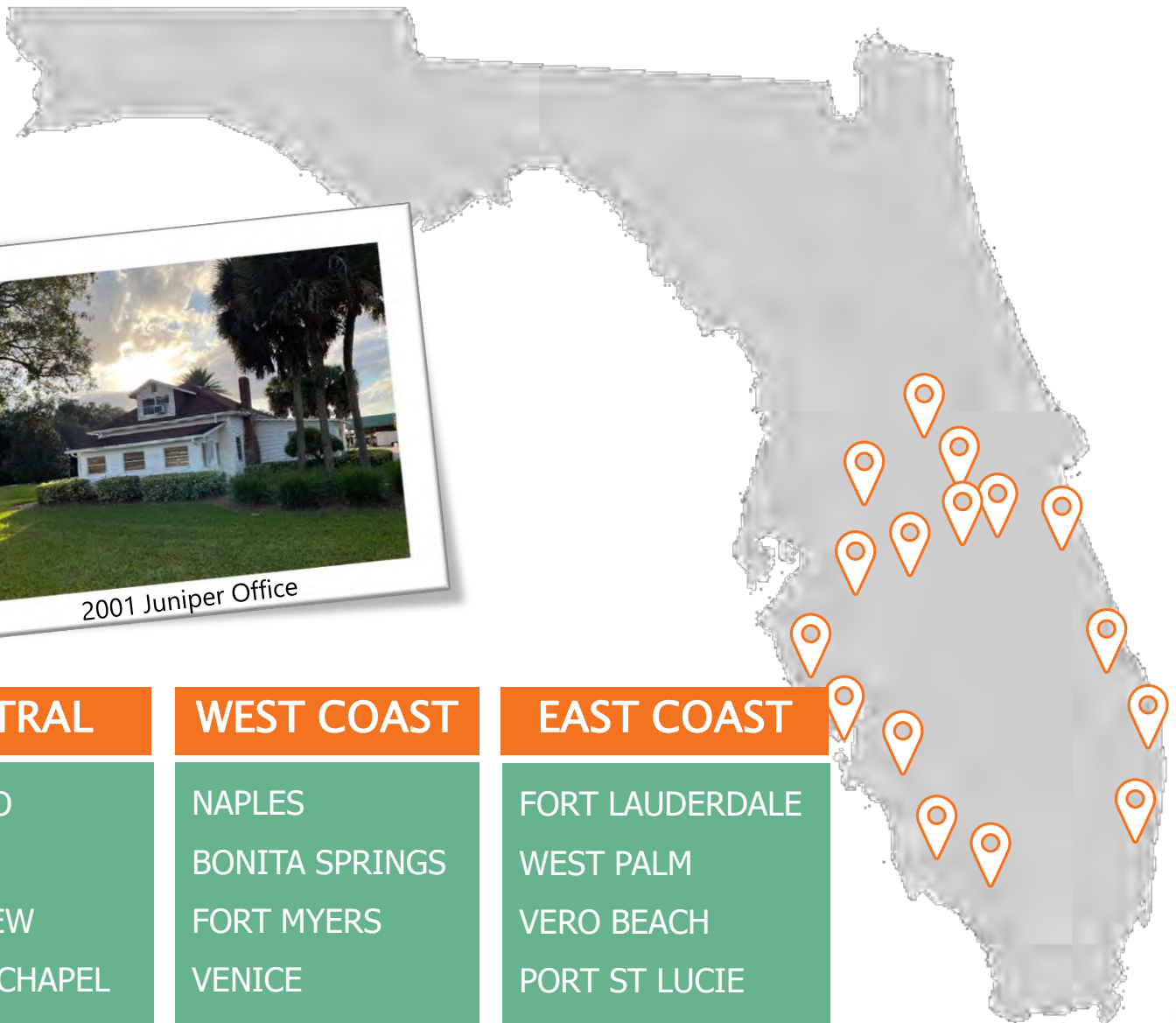
Junipercares.com

ROOTED IN FLORIDA

HOW IT ALL STARTED

Juniper was founded in 2001 on a small farmhouse in Fort Myers, Florida. This location now serves as our corporate headquarters, though we have had to add a few more buildings. Over 20 years ago we started with the commitment to provide the best value and an on-time project. This commitment has helped Juniper grow from a small custom landscape operation with just a few employees to multiple locations throughout Florida. A lot has changed over the last 20 years, and we pride ourselves on the technology, service, and quality we continue to provide.

Juniper was founded in Florida and all our leadership team lives in-state.



CENTRAL

ORLANDO
OCALA
BELLEVIEW
WESLEY CHAPEL
LAKELAND
LITHIA
SANFOR

WEST COAST

NAPLES
BONITA SPRINGS
FORT MYERS
VENICE
SARASOTA
BRADENTON
TAMPA

EAST COAST

FORT LAUDERDALE
WEST PALM
VERO BEACH
PORT ST LUCIE
MELBORNE
VIERA

COMPANY OVERVIEW

SERVICES & QUALIFICATIONS

DESIGN



BUILD

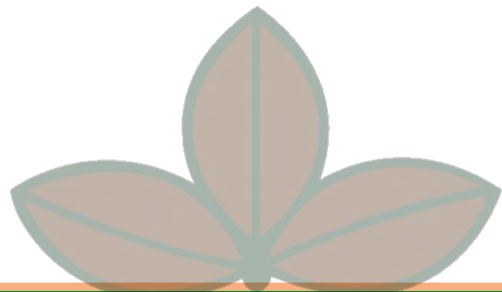


MAINTAIN



Resources & Qualifications

- 2,200+ Team Members
- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professionals
- FNGLA Certified Landscape Contractors
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



LOCAL BRANCHES

YOUR LOCAL LANDSCAPE EXPERTS

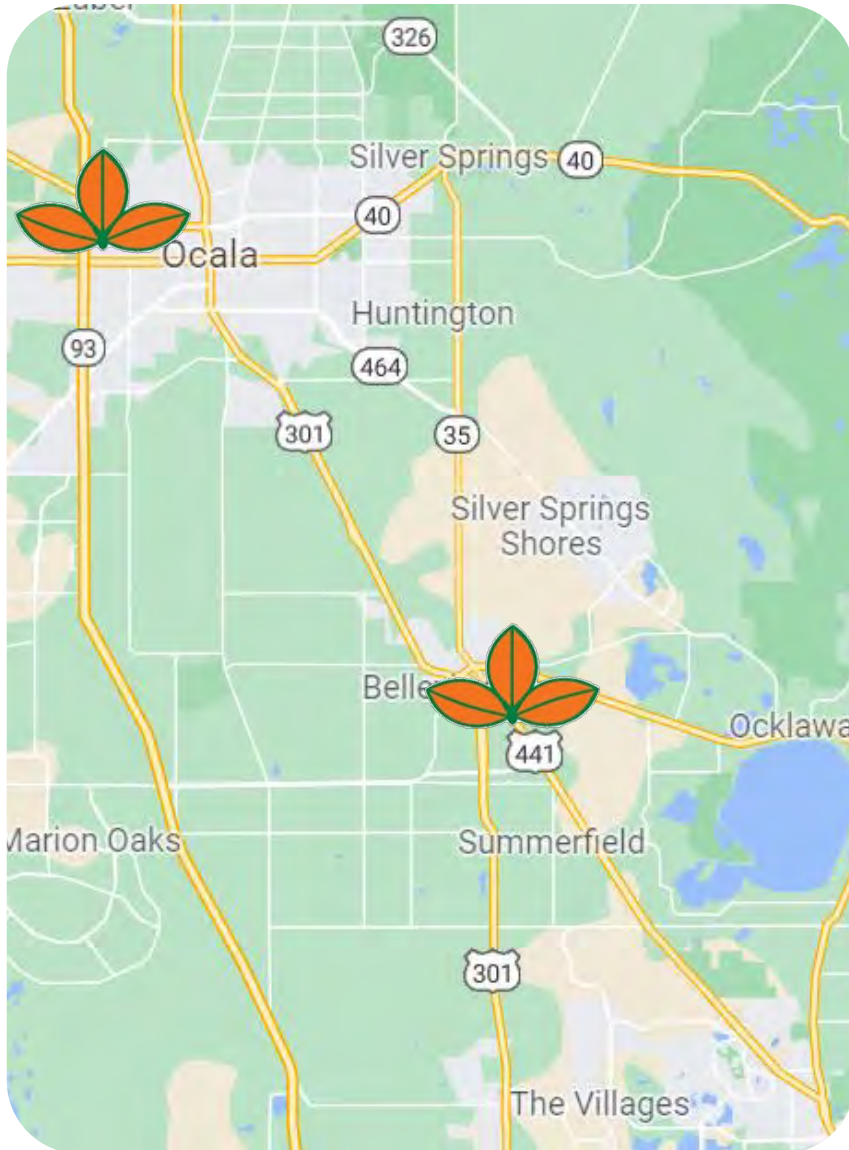
OCALA

1750 NW 80th Avenue
Ocala, FL 34482

BELLEVIEW

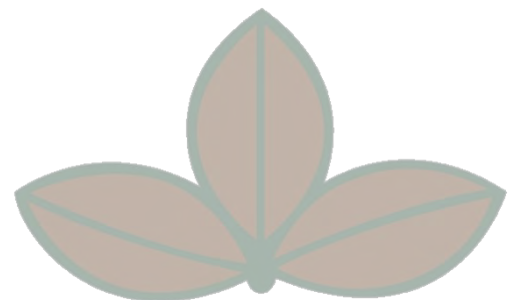
12110 SE Hwy 441
Belleview, FL 34420

Our Juniper team members live in your area and are familiar with the local landscape palette.



We provide you with complete landscape services:

- Maintenance
- Irrigation
- Fertilization
- Pest Control
- Arbor Care
- Seasonal Color
- Storm Prep/Recovery
- Landscape Design
- Installation



LOCAL BRANCHES

YOUR LOCAL LANDSCAPE EXPERTS

ORLANDO - EAST

7032 Old Cheney Hwy.
Orlando, FL 32807

ORLANDO - WEST

4000 Avalon Rd.
Winter Garden, FL 34787

ORLANDO - SOUTH

285 E Oak Ridge Rd.
Orlando, FL 32809

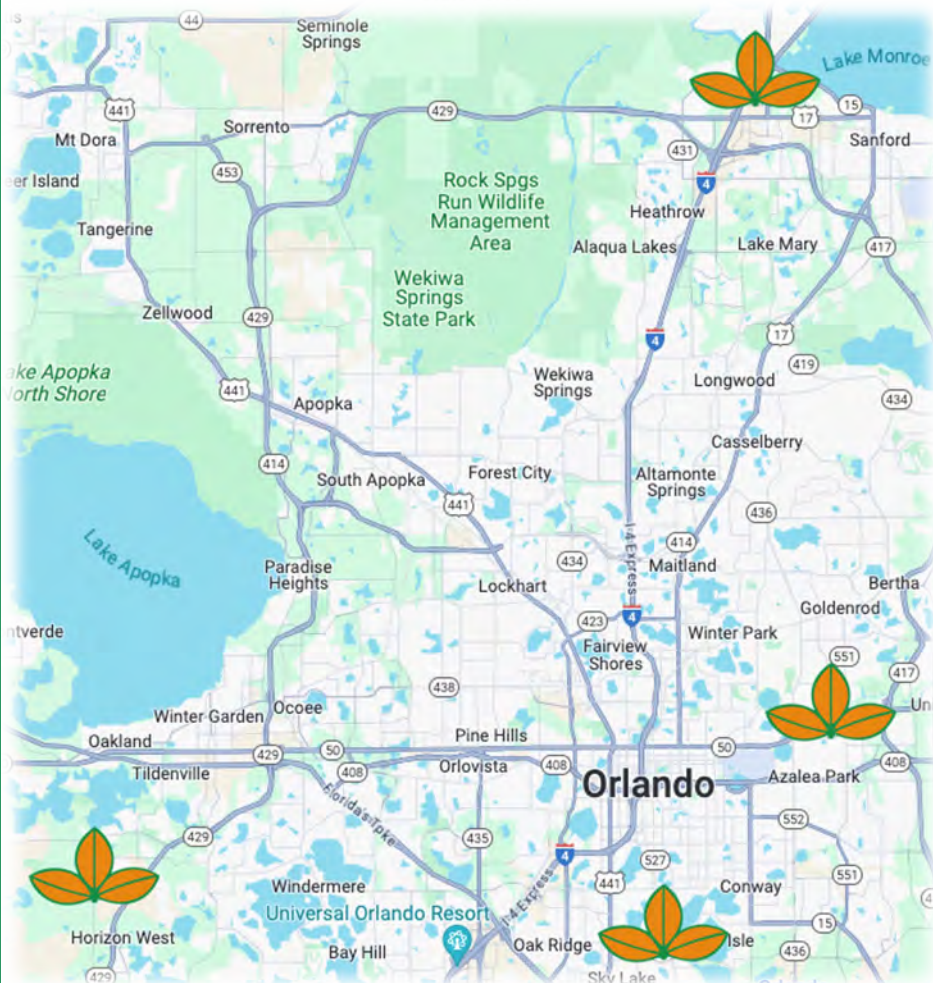
SANFORD

1070 N Elder Rd, Sanford,
FL 32771

Our Juniper team members live in your area and are familiar with the local landscape palette.

We provide you with complete landscape services:

- Maintenance
- Irrigation
- Fertilization
- Pest Control
- Arbor Care
- Seasonal Color
- Storm Prep/Recovery
- Landscape Design
- Installation



CLIENT TEAM

RESOURCES



OUR CORE VALUES

DESIGN - SUPPORT TEAM

- IA Certified Irrigation Designers
- Landscape Designers
- Landscape Architects

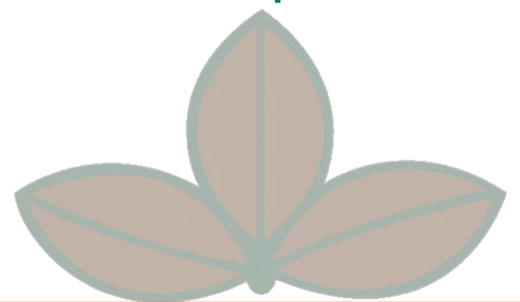
BUILD - SUPPORT TEAM

- State Licensed Irrigation Designers
- Licensed Hunter & Rain Bird Installer
- Certified Landscape Contractors

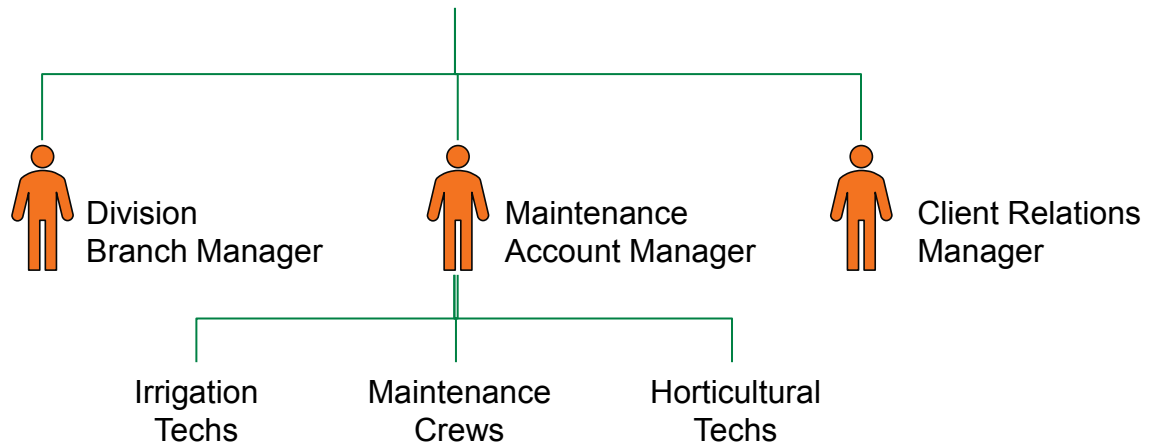
MAINTAIN - SUPPORT TEAM

- Certified Horticultural Professional
- State Licensed Certified Pest Control Operator
- State Licensed Irrigation Contractor
- ISA Certified Arborists
- In-House Agronomist

- A Sense of Urgency
- A Constant Communicator
- Mission Over Ego
- We Do What We Say
- Relentless
- Grow and Adapt



JUNIPER CLIENT TEAM



BRANCH MANAGER

Oversees the overall quality of the project, ensures contract items are completed timely and communication reports are being completed. Works with account manager on managing all tree pruning and enhancements.

ACCOUNT MANAGER

Works with association manager on updating of schedules and the quality control and verification of completion of work orders. Manages all service requests related to maintenance services and manages crews to meet scheduled services.

IRRIGATION TECHNICIAN

Performs inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

FERTILIZATION & PEST CONTROL TECHNICIAN

Performs regular inspections for shrub and lawn damaging insects such as mealybugs, aphids, spider mites, chinch bugs, sod webworms, and grubs.

TURF MANAGEMENT

Our account managers perform regular inspections for lawn damaging insects such as chinch bugs, sod webworms, and grubs. This, combined with our comprehensive irrigation and fertilization program, will keep turf areas thick and healthy.

SHRUB MANAGEMENT

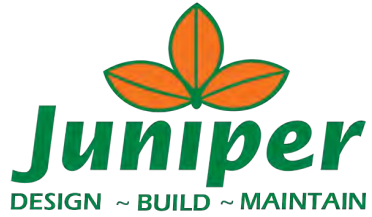
Detailing includes trimming and pruning of all shrubbery, ornamental trees, and groundcover, removal of tree suckers, as well as the defining of bed lines and tree saucers. Our “weed first” approach ensures the spraying of pre and post emergent herbicides and pulling existing weeds is the project foreman’s priority.

FERTILIZATION & PEST CONTROL

Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.

WATER MANAGEMENT

Juniper’s certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.



Landscape Maintenance Agreement

Property Name: Indigo Community (On Top of the World Communities) - Maintenance

Billing Company Name: Parkway Maintenance & Management Marion, LLC

Description of Services	Frequency
General Maintenance Services	
General Mowing Services	36
General Detailing Services	9
Fertilization Program Turf & Shrubs	7
Insect and Disease Control- IPM	12
Irrigation Wet Checks	12
Annual Flower Installation	4
Juniper Sync	
Juniper Mapping	
Service Terms	
Annual Maintenance Price	\$196,900.00

Optional Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
Mulch (775 Yds @ 1.5")	1	\$50,375.00	\$50,375.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
October	\$16,408.33	\$0.00	\$16,408.33
November	\$16,408.33	\$0.00	\$16,408.33
December	\$16,408.33	\$0.00	\$16,408.33
January	\$16,408.33	\$0.00	\$16,408.33
February	\$16,408.33	\$0.00	\$16,408.33
March	\$16,408.34	\$0.00	\$16,408.34
April	\$16,408.33	\$0.00	\$16,408.33
May	\$16,408.34	\$0.00	\$16,408.34
June	\$16,408.33	\$0.00	\$16,408.33
July	\$16,408.34	\$0.00	\$16,408.34
August	\$16,408.33	\$0.00	\$16,408.33
September	\$16,408.34	\$0.00	\$16,408.34
	\$196,900.00	\$0.00	\$196,900.00

By _____

By _____

Print Name _____

Print Name _____

Date _____

Juniper Landscaping of Florida LLC

Date _____

**Indigo Community (On Top of
the World Communities) -
Maintenance**

Exhibit B

Project Location: Indigo CDD

Final bids due: April 19, 2024

Start date: October 1, 2024

Specifications: see map attached

	<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Zoysia Turf: 546 sq. yds	\$5.00	\$2,730
Bahia Turf: 79,744 sq. yds	\$1.35	\$107,945
Bed Area: 18,662 sq. yds	\$3.14	\$58,525
	<u>Cost per zone</u>	<u>Cost per year</u>
Irrigation		
Maintenance	\$211.11	\$5,700
26 zones controller		
1 Battery Operated		
	<u>Cost per Plant</u>	<u>Cost per Year</u>
Annual Installation 4,000 (4x's/yr)	\$3.00	\$12,000

Indigo East Retention Ponds

	<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Tract B-2: 6.26 acres	\$656.60	\$10,000
Tract J: 6.18 acres		
Tract H: 2.79 acres		

Total Monthly
Cost:\$16,408.33
Total Yearly
Cost:\$196,900

Please provide a one-time trim price for Viburnum hedge trimming, should the CDD request an additional trim.

Exhibit C

START UP: EQUIPMENT LIST



Mowing Operations

1	Trucks
1	20' Enclosed Trailers
2	60' ZTR's
2	48-52" Stand-On or Walk Behind
--	Reel Mower
3	Backpack Blowers
3	Line Trimmers
3	Stick Edgers

Prune/Detail Operations

1	F-450 Dump
--	F-350 Pickup
--	ATV/UTV
1	Hand-Held Double-sided Shears
3	Extended Shears
2	Backpack Blowers
3	Backpack Sprayers
2	Miscellaneous hand shears, loopers, pol saws, etc.

Irrigation Maintenance Operations

1	Enclosed Utility Truck
1	Zone Wire Tracker
1	Volt Pulser
1	Siphon King Submersible Water Pump

Fert/Pest Operations

2	Z-Spray Rigs
1	Gator UTV
1	100 Gallon Multipurpose Skid Sprayer

CLIENT REFERENCES



Name: Alexis Anthony

Title: Horticulturist

Company: World Equestrian Center

Address: 1390 NW 80th Avenue, Ocala, FL 34482

Years: 2020 - Present

Name: Monica Berrios

Title: CAM

Company: Leland Management

Address: Fore Ranch - 4001 SW 53rd Ave., Ocala, FL 34474

Years: 2022 - Present

Name: Tammy Collins

Title: LCAM

Company: RealManage/Evergreen Address: Beaumont -

7802 Penrose Pl, Wildwood, FL 34785

Years: 2022 - Present

CUSTOMER SERVICE

ON-SITE MANAGEMENT

People make the difference. We understand that for many residents, speaking in person with a manager is preferable. For this reason, a manager always accompanies Juniper crews & is available on-site for communication & problem-solving.

24/7 EMERGENCY SERVICES

When the unforeseen happens, we will be there when you need us. Call our dedicated number for 24/7 support.

IN-HOUSE CUSTOMER CARE TEAM

We believe that providing great customer service is key providing the best in landscape services. To that end we create department dedicated to supporting residents, account managers & field teams.

To assist owners with maintenance and irrigation concerns, Juniper offers homeowners multiple options:

Option 1:

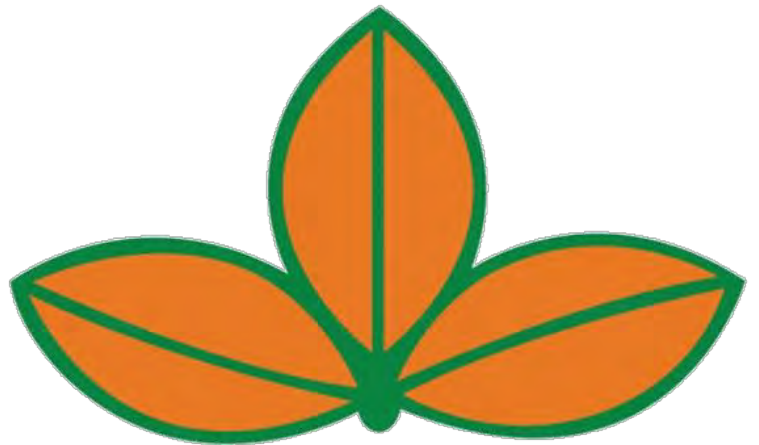
Visit www.junipercares.com and click on "Community Service Request." Create a ticket by following the simple prompts.

Option 2:

Email customerservice@juniperlandscaping.com, noting the concern.

Option 3:

Call Customer Service at (239) 561-5980 to speak with a representative.

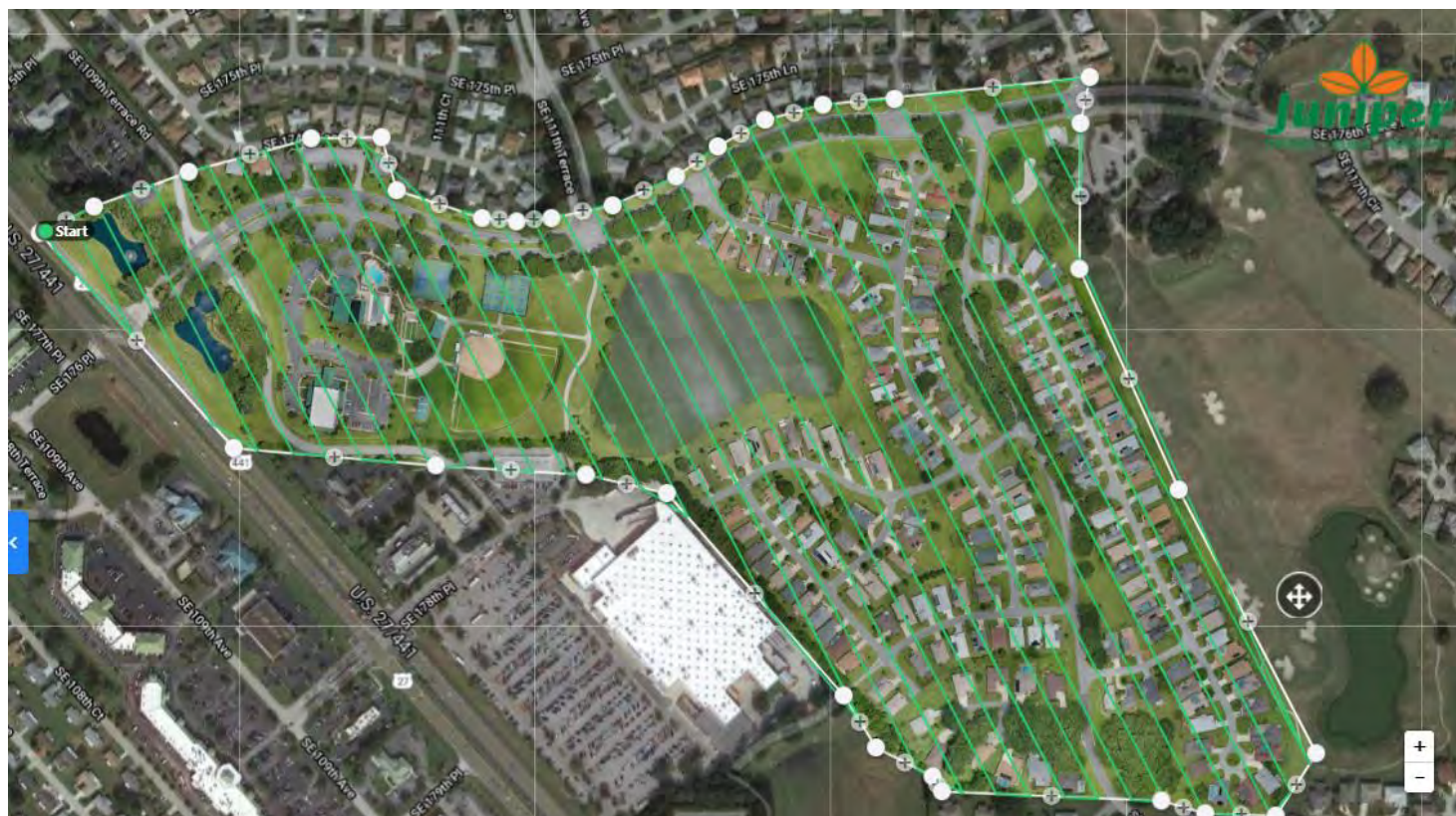


JUNIPER MAPPING

TECHNOLOGY THAT MAKES A DIFFERENCE!

Juniper Mapping uses drone imaging software to create an Orthomosaic image from hundreds and sometimes thousands of high-resolution images. This gives us the ability to evaluate the property at a deeper level, which allows us to provide our clients the following:

- Proactively identify potential issues
- Property specific reporting
 - Plant Health
 - Elevation
 - Annotation
 - Issues
- Documentation of improvement



JUNIPER MAPPING

IMAGE QUALITY COMPARISON



Juniper Mapping provides the community with high resolution photos that provide more detail than Google Earth.



JUNIPER MAPPING

TRACK IMPROVEMENTS SIDE-BY-SIDE

JULY



With Juniper Mapping, you can see the quality improvements to the community landscape side-by-side.

NOVEMBER



JUNIPER MAPPING

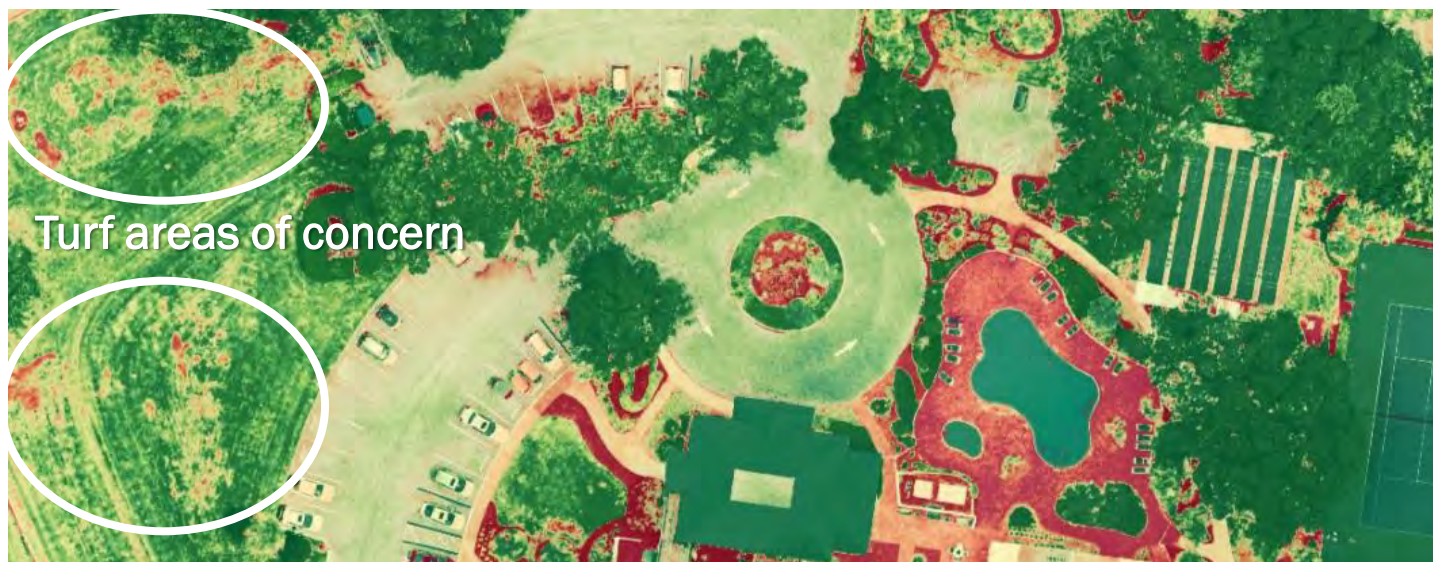
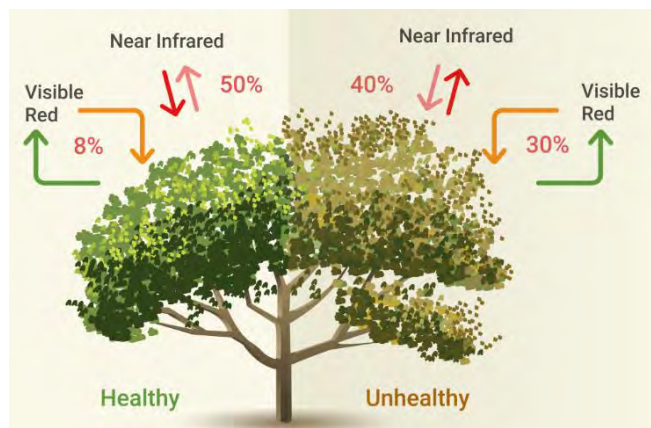
TOOLS

PLANT HEALTH ASSESSMENT



Healthy vegetation reflects more of certain types of light than unhealthy vegetation. Juniper Mapping creates a map that highlights differences within your area of interest.

This tool allows us to quickly identify areas of concern at start-up to begin treatments and track progress.



LANDSCAPE MAINTENANCE

JUNIPER HAS BEEN EXCEEDING INDUSTRY STANDARDS IN THE AREA OF QUALITY AND DEPENDABILITY IN FLORIDA SINCE 2001

Our landscape maintenance teams work closely with the irrigation and horticultural teams. This, combined with regular inspections from our dedicated account managers, helps ensure the job quality our clients have come to expect.



OUR SERVICES

LANDSCAPE INSTALLATION

OUR DESIGN & INSTALLATION TEAMS MAKE AN AWARD-WINNING COMBINATION!

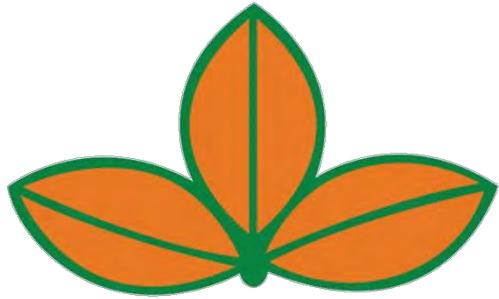
Our teams work hard to deliver a quality project on time and on budget.

- Landscape Design Firm of the Year
- Merit Award Design Residential
- Best Landscape Design Custom Home
- Award Best Landscape Design



OUR SERVICES

LANDSCAPE IRRIGATION



STATE LICENSED IRRIGATION CONTRACTOR

What is a certified irrigation specialty contractor's license?

An irrigation specialty contractor's license is a certified (state-wide) specialty license developed by the Construction Industry Licensing Board to permit contractors to install, maintain, repair, alter, extend, manage, monitor, audit, or, if not prohibited by law, design irrigation systems.

WATER MANAGEMENT

Our industry experts can help guide you on the most effective way to use your water resources.

- Central control management
- Converting beds to drip irrigation
- E/T weather-based controllers
- Soil moisture sensors
- Pressure regulated components
- High efficiency sprinklers



LANDSCAPE IRRIGATION

Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned in to the property manager for authorization.



MAINTENANCE

- Water Management
- Repairs
- Water Monitoring
- Reporting
- Wet Checks



INSTALLATION

- Infrastructure
- Pump Stations
- Central Control
- Residential
- Commercial



LANDSCAPE HORTICULTURE



Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.

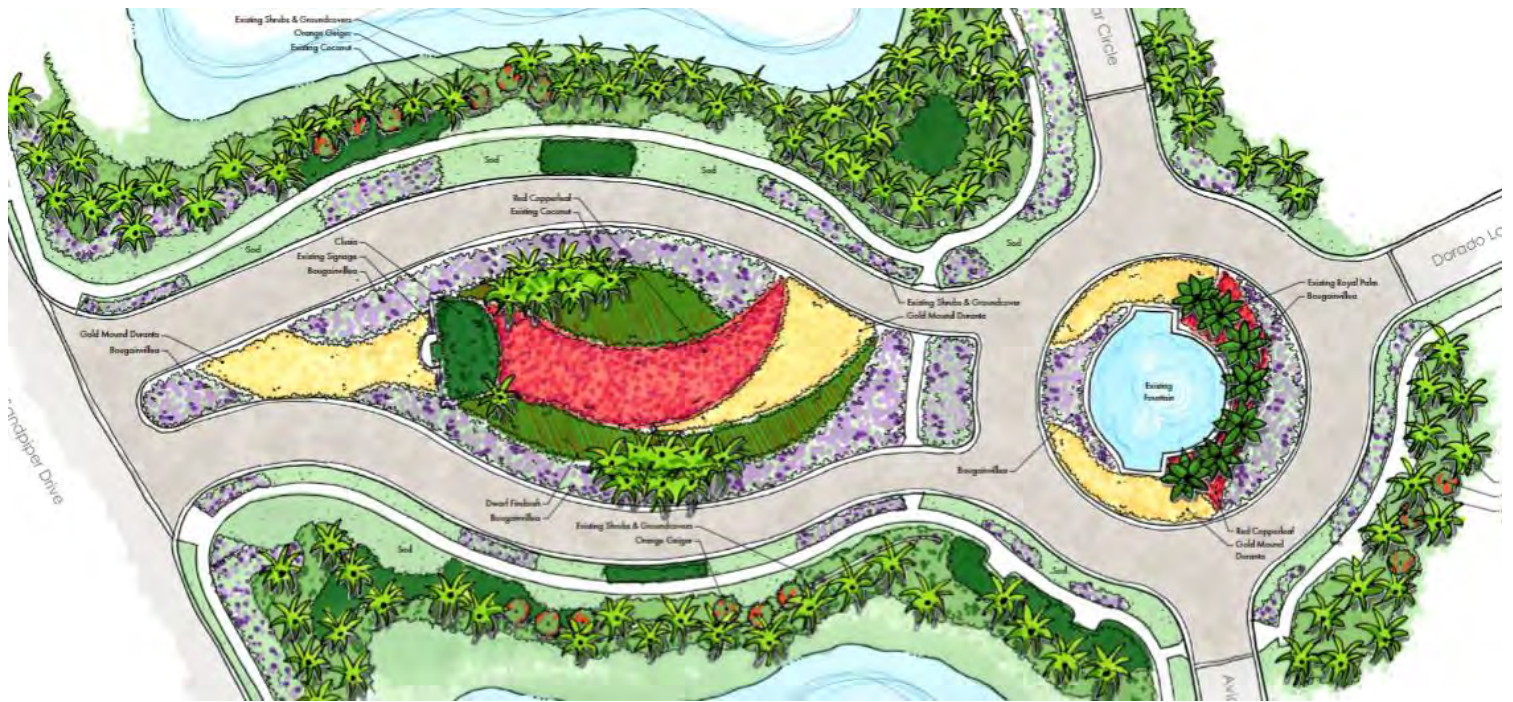


OUR SERVICES

LANDSCAPE ARCHITECTURE

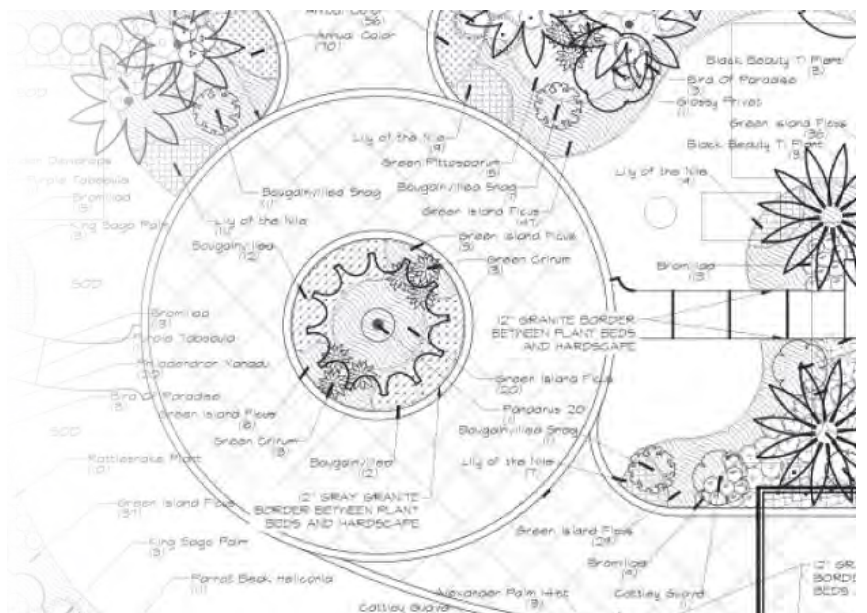
COMPLETE LANDSCAPE ARCHITECTURE & DESIGN SERVICES

Our design team can help boards with master plans for communities. Providing design hardscape features, 3D renderings of landscape plans, and complete landscape plans.



JUNIPER DESIGN TEAM

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



OUR SERVICES

NURSERY & TREE FARM



**We know it because
we grow it!**

With our over 200 acres of nursery & tree farms we can deliver custom, quality plant material to fit the individual needs of our clients. Additionally, our dedicated plant buyer travels throughout the state in search of the best plant material.

By keeping our finger on the pulse of the plant market, we can maximize value for each client.



OUR SERVICES

SEASONAL COLOR

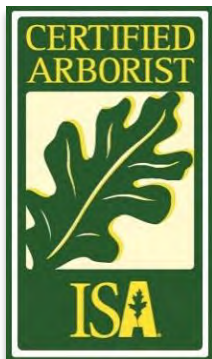
We create custom schedules for our communities on the annual color program. Our annual flower beds are designed and installed to emphasize color, profusion, and display in high profile areas.

SEASONAL FLOWER PROGRAM

- Contract grown flowers
- Custom designed displays
- Scheduled installation
- Fresh look all year
- Best in quality annuals
- Enhanced landscape areas
- Additional fertilization keeps flowers looking great



ARBORICULTURE



JUNIPER has multiple ISA certified Arborists that are available for everything you may need for your tree health care. Preventive maintenance helps keep trees in good health while reducing any insect, disease, or site problems.

WHY HIRE AN ARBORIST?

Arborists specialize in the care of individual trees. They are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly. Proper tree care is an investment that can lead to substantial returns. Well cared-for trees are attractive and can add considerable value to your property.



STORM RESPONSE



RESOURCES WHEN YOU NEED THEM MOST!

In preparation for and after a storm, Juniper has additional team members that are critical resources during storm events. They provide not only added manpower but bring with them the trucks and heavy equipment needed to handle storm clean up.



COMPANY RESOURCES

- 1,800+ team members statewide
- 17 locations throughout Florida
- 10,000+ gallons of onsite fuel
- 300+ trucks in our fleet
- ISA Certified Arborists
- Landscape Designers & Architects
- Teams throughout Florida
- Extensive supply of heavy equipment



AWARD WINNING LANDSCAPES

EXCEEDING INDUSTRY STANDARDS!



PINNACLE AWARDS

- Best Landscape Design Custom Home
- Award Best Landscape Design
- Merit Award Design Residential
- Landscape Design Firm of the Year

AURORA AWARDS

- Landscape Design/Pool Design
- Best Custom home for “La Castille”

SAND DOLLAR AWARDS

- Best Community Feature of the Year
- Best Landscape Design 30-50k
- Best Landscape Design under 30k
- Best Landscape Design over 50k

SUMMIT AWARDS

- Best Contracting Landscape 5-8 million+
- Merit Award for Infrastructure & Landscape

QUALIFICATIONS

SAFETY & TRAINING



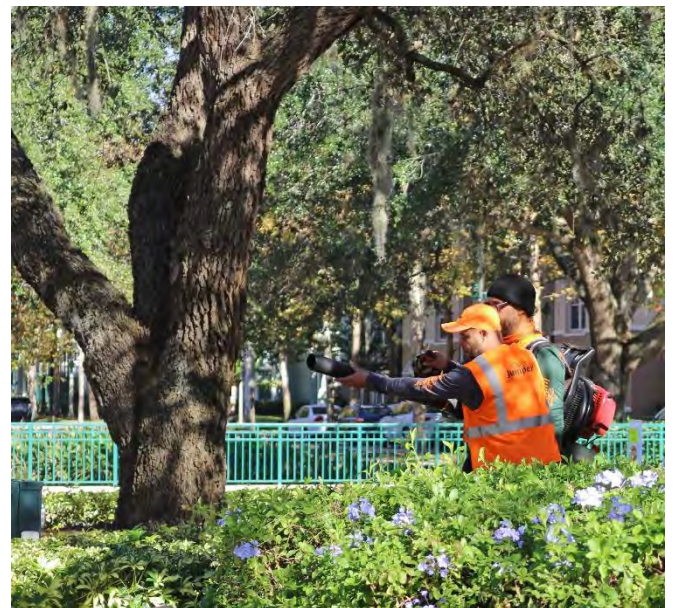
We hold the safety of our clients & our team members in the highest regard. We have implemented a company wide safety program that is administered through our safety coordinator & local branch managers.

Initial Hire Program

- Safety rules
- New hire safety orientation
- Required & use of PPE

Safety Training Program

- Equipment certifications
- Weekly safety meetings
- Daily jobsite reviews
- Traffic control systems
- Best practices training
- Safety rewards/swag based on safety performance
- Online training tools



SCAN QR CODE TO WATCH VIDEO HIGHLIGHTS OF OUR IN-HOUSE TRAINING PROGRAM



CERTIFICATIONS & LICENSES

OUR QUALIFIED TEAM

At Juniper, many of our team members hold valuable certifications and licenses. Their years of experience, along with additional training, enables them to provide our customers with answers they can trust.

CERTIFICATIONS & LICENSES

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professional
- FNGLA Certified Landscape Contractor
- ISA Certified Arborist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer
- Best Management Practices (BMPs)



CERTIFICATIONS & LICENSES

Ron DeSantis, Governor Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STANLEY, DARRELL EUGENE
JUNIPER LANDSCAPING OF FLORIDA, LLC
5880 STALEY RD
FORT MYERS FL 33905

LICENSE NUMBER: SCC131152351
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

 **UF** UNIVERSITY of FLORIDA
IFAS Extension

Certificate of Training
Best Management Practices
Florida Green Industries

GV19435-1
Certificate #
GV19435
Trainee ID #

The undersigned hereby acknowledges that

Nick Salerno

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

 I. Way 9/26/2012 

Issuer Instructor Date of Class DEP Program Administrator

Not valid without seal

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of FL, Inc. - Fort Myers 6611 Orion Drive #201 Fort Myers FL 33912		CONTACT NAME: Lorie Frost PHONE (A/C, No, Ext): 239-278-0278 E-MAIL ADDRESS: lfrost@bbftmyers.com FAX (A/C, No): 239-278-5306	
INSURED JUNIP-1 Juniper Landscaping of Florida, LLC and each of its subsidiaries 5880 Staley Road Ft. Myers FL 33905		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Hamilton Specialty Ins Co*	29424
		INSURER B : FCCI Insurance Company*	10178
		INSURER C : FCCI Commercial Insurance Co*	33472
		INSURER D : FCCI Commercial Ins Co	33472
		INSURER E : AGCS Marine Ins Company	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 576705792

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0019848	7/11/2017	7/11/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA100015500	7/11/2017	7/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$1,000,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NIL			UMB100015501	7/11/2017	7/11/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			76333	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E A	Leased & Rented Equipment Pollution Liability			MZ193077814 AHSECC1129000	7/11/2017 12/21/2016	7/11/2018 12/21/2017	Lease/ Rented 200,000 Pollution Liability 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is agreed that the certificate holder, the contractor and the owner is included as additional insured as respects to general liability and auto liability. It is further agreed that such insurance as is afforded shall be primary and non-contributory with any other insurance in force for or which may be purchased by additional insured. Waiver of subrogation applies on the general liability, auto liability and workers compensation policies.

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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JUNIPER CARES



Making our communities better places to live and work is important, not only for our clients and employees, but for all our neighbors in the area. With that in mind, we support many local charitable organizations across the state and use environmentally sound practices.



Juniper
CARES 



ADDITIONAL INFO

JUNIPER CARES



The Industry COLLECTIVE is a movement of landscapers, lawn care companies, and suppliers who are unified in their efforts to impact their local communities.



Imagine an entire industry coming together, to serve and to give, for the sole purpose of creating a positive impact locally and around the world. This is Industry Collective.

Industry Collective has designed practical, on-site community service events to minimize headache and maximize IMPACT. This makes it easier than ever to build team morale while serving the needs of communities everywhere.



ADDITIONAL INFO

PORTFOLIO: OCALA

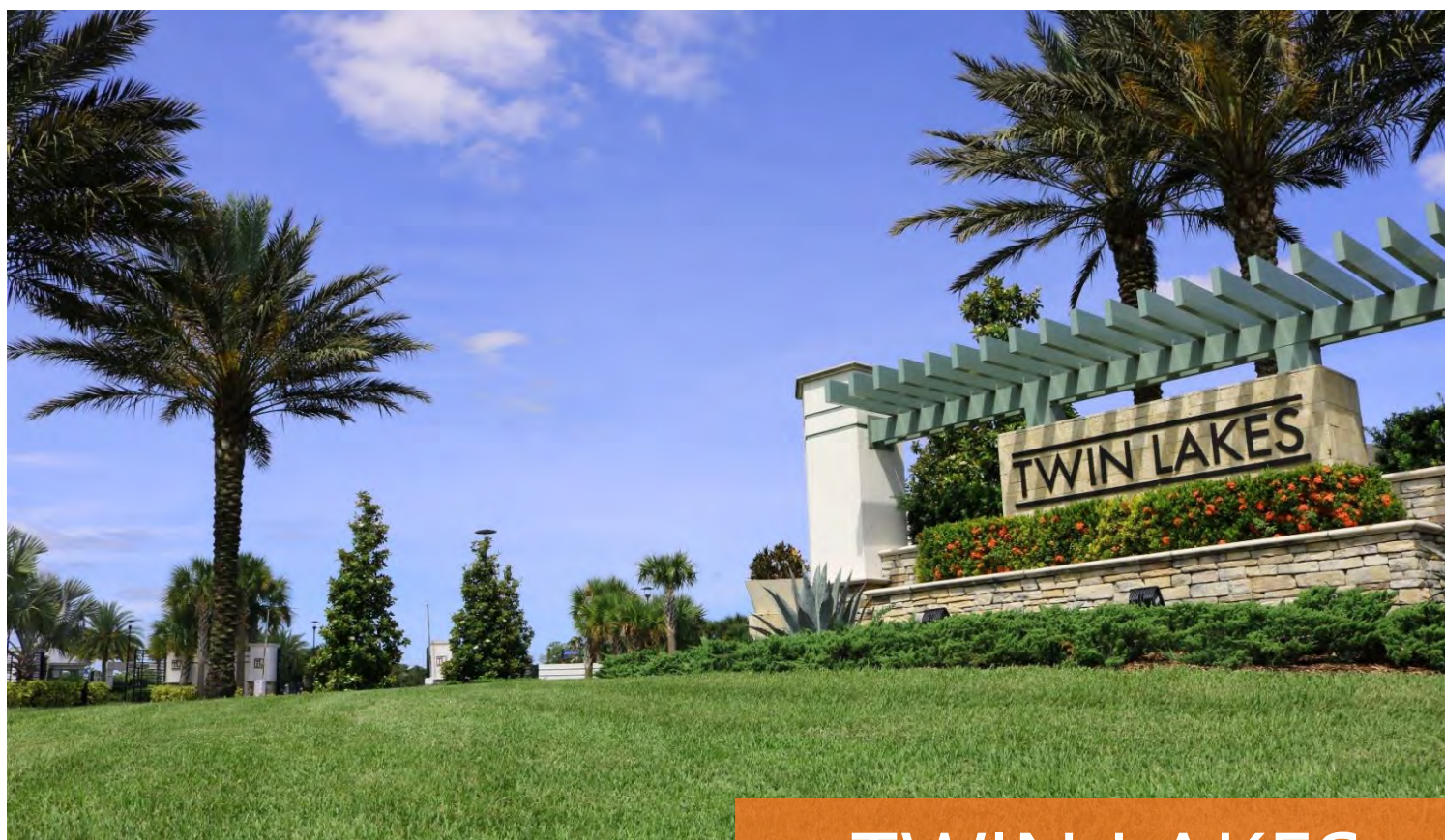


WORLD EQUESTRIAN CENTER

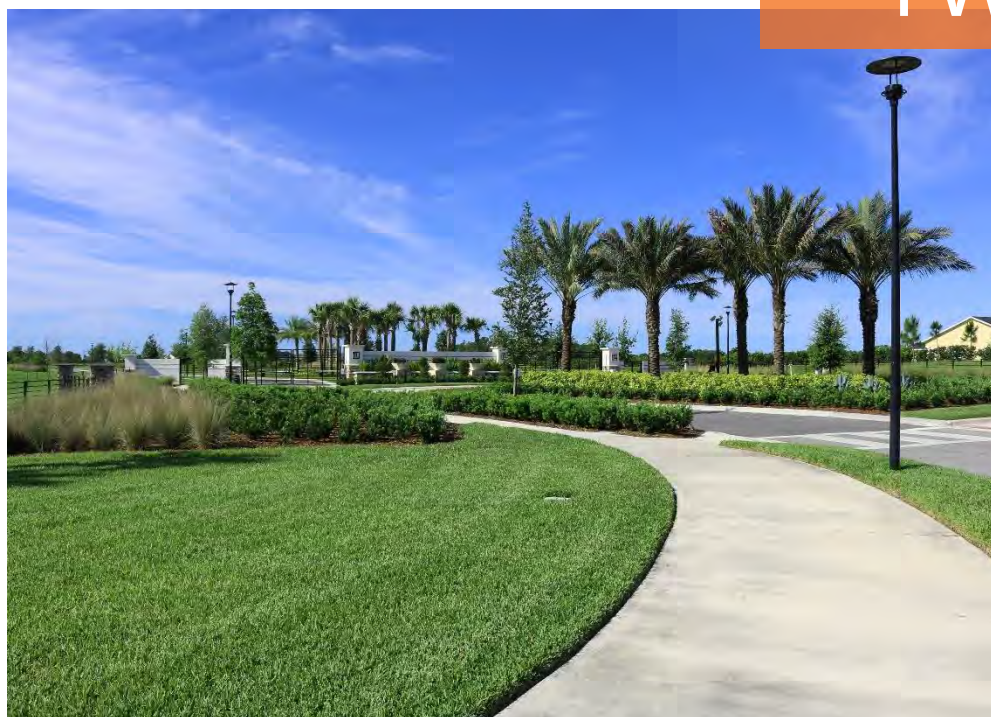


ADDITIONAL INFO

PORTFOLIO: ST. CLOUD



TWIN LAKES



ADDITIONAL INFO

DESIGN SAMPLES



BEFORE

COMPUTER RENDERINGS



AFTER

ADDITIONAL INFO



Juniper
DESIGN | BUILD | MAINTAIN

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The second part of the document provides a detailed breakdown of the accounting process. It starts with the identification of the accounting cycle, which consists of eight steps: identifying the accounting cycle, analyzing and journalizing the transactions, posting to the ledger, determining debits and credits, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books.

The third part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The fourth part of the document provides a detailed breakdown of the accounting process. It starts with the identification of the accounting cycle, which consists of eight steps: identifying the accounting cycle, analyzing and journalizing the transactions, posting to the ledger, determining debits and credits, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books.

The fifth part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The sixth part of the document provides a detailed breakdown of the accounting process. It starts with the identification of the accounting cycle, which consists of eight steps: identifying the accounting cycle, analyzing and journalizing the transactions, posting to the ledger, determining debits and credits, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books.

The seventh part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The eighth part of the document provides a detailed breakdown of the accounting process. It starts with the identification of the accounting cycle, which consists of eight steps: identifying the accounting cycle, analyzing and journalizing the transactions, posting to the ledger, determining debits and credits, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books.

The ninth part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The tenth part of the document provides a detailed breakdown of the accounting process. It starts with the identification of the accounting cycle, which consists of eight steps: identifying the accounting cycle, analyzing and journalizing the transactions, posting to the ledger, determining debits and credits, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books.



Landscape Maintenance Services Proposal
prepared for

INDIGO CDD

September 3, 2024



**Parkway Maintenance and
Management of Marion, LLC**

Jodi McKnight
Contract Administrator

Jodi McKnight
Contract Administrator **10881 SW 94th St Rd Building 107**
Ocala, FL 34481

Re: Landscape Maintenance Services Proposal for **Indigo CDD**

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Indigo CDD**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Startup Plan:** This section discusses our transition plan and the actions we will take in the first 30, 60, and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Services Summary:** This section outlines your scope of work outlined in your request for proposal. We've also included sample irrigation, fert/chem, and manager reports.
- **About Us/References:** This section includes information about our company, project pages of some of our local projects and a list of references. Please feel free to reach out to any of our references.
- **Licenses/Certifications:** This section includes copies of our licenses and certifications. We've also included copies of the irrigation and fert/chem reports.
- **Your Investments:** Pricing for the services we'll provide to your property and a draft of our landscape maintenance agreement.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,
Michael Wilding
Yellowstone Landscape

mwilding@yellowstonelandscape.com



September 3, 2024

Jodi McKnight, *Contract Administrator*
Parkway Maintenance and Management of Marion, LLC
10881 SW 94th St Rd Building 107
Ocala, FL 34481

Approach to Landscape Maintenance Services for Indigo CDD

Dear Jodi,

We thank you for the opportunity to provide a proposal for the landscape maintenance at Indigo CDD. We are excited about the possibility of maintaining such a pristine landscape. We understand the scope of work and we are very confident in our abilities to perform the work requested at the highest level.

Our resume of work shows what our teams are capable of in the landscape industry. We understand high demands and expectations by performing work on some of the most highly detailed properties in Central Florida. We work to exceed expectations and we accomplish this by coming up with a personalized plan for each property. We have numerous people within our organization that have experience working with properties like Indigo CDD.

Our approach to all mowing functions (mowing, edging, line trimming, and blowing) will vary depending upon species of turf and this will go in accordance with scope of services that was provided to us. Our crew members are certified with each individual mower and all equipment that will be utilized on the job. We do this to ensure the safety of our employees, to ensure safety on your property, and to maximize quality of mowing.

Our approach to pruning will be dependent upon the type of plant material. For shrub pruning, we will put in place horticultural practices that will be aesthetically correct and will follow practices that will help the plants grow fully and healthy. Not all shrubs need sheared, and some will need rejuvenation pruning. We will work with management and plan what shrubs are sheared and those that will be maintained with hand pruning. Grasses will be trimmed back one time annually to about 18". Throughout the year they would only be pruned to ensure that sidewalks and roadways are not encroached. Trees and palms will be done according to certified arborist standards. Trees will be lifted as needed to provide clearance only to the standards set forth in arborist standards. Palms and crepe myrtles will be done with the frequencies outlined in scope to remove dead fronds and seed pods and they will also be done to certified arborist standards.

We are quality based and our number of employees may fluctuate due to workload and weather pattern changes. If more crew members are needed in certain weeks, we will make the adjustments. We will have an experienced chemical applicator assigned to complete the monthly fertilizer and chemical programs. This applicator will also be brought in as needed for any issues that may arise from fungus or insects. Detail will be broken into sectional areas to complete a detail cycle every month. There will also be people that will be trained in proper use of post emergent spraying. This will allow us to stay on top of weed growth. There will be a seasoned crew leader that can communicate with anyone who they may encounter and is trained in proper horticultural techniques. There will be an Account Manager that oversees the crew and is responsible for walking the site weekly and creating a task list for the crew. Arborists and Pest Managers will also be responsible for walking the site and making notes of any items to address and doing reports for the property on any chemical or fertilizer treatments. The Branch Manager will meet bi-weekly with the Account Manager to ensure the project is performing to a high standard.

The irrigation system shall be inspected in full 1-time per month by an experienced irrigation technician to ensure that all turf and plant material has proper water coverage. We will also do visual inspections with the site manager to identify any possible issues. This will help us stay on top of breaks and other minor repairs that should not wait to be repaired. We will constantly be identifying ways to improve the coverage of current irrigation system and reduce water use.

We at Yellowstone feel we can be an integral part of the team at Indigo CDD and can live up to the expectations that come with such a pristine property. We are constantly looking for opportunities where a lasting relationship can occur and we know with our team's experience, we can build that relationship by performing quality work and communicating with management on a regular basis. Thank you again for this chance to provide a proposal for Indigo CDD. Please don't hesitate to reach out if you would like to speak with anyone on our team.

Sincerely,

Kyle Nursey
Business Development Manager
Knursey@yellowstonelandscape.com
407.739.7913

SERVICE MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.



OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days** of service, as a way for you to measure our team's performance.

FIRST 30 DAYS

- Meet with Property Manager to review 30 – 60 – 90 Day Plan
- Discuss with Property Manager our “Approach to Services” and “Service Map”
- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, trimming, cutbacks, blowing and edging
- Spend significant amount of time cleaning up the areas that have been neglected (weeding beds and entrance features and detail work)
- Discuss options for turf areas beyond reclamation
- Continue weed control in planting beds
- Begin bed separation trimming in all planting beds
- Apply fertilizer to struggling shrubs and trees throughout the property
- Begin insect and disease diagnosis on all plant material if applicable
- Discuss removing severely declining plant material
- Prepare proposals for replacing missing and dead shrub material throughout property
- Walk Property with Property Manager to identify other areas of concern

DAYS 30-60

- Walk property with Property Manager to evaluate improvements
- Evaluate our "Approach to Services" and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance – mowing, trimming, blowing and edging
- Continue bed separation in all planting beds
- Continue weed control applications throughout property
- Monitor and diagnose insect and disease problems in plant material throughout property and come up with a treatment plan
- Discuss options to improve "curb appeal" in high profile areas



DAYS 60-90

- Walk property with Property Manager to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans
- Continue irrigation maintenance/inspections
- Continue weed control applications throughout property
- Treat any insect or disease issues diagnosed in plants or trees, upon approval
- Continue routine maintenance – mowing, trimming, blowing and edging





LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

FERTILIZER

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client’s approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS

(ADDITIONAL SERVICE- SEPERATE FROM CONTRACT)

- Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.





- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

Request for Proposal

Landscape Maintenance Parkway Maintenance & Management Marion, LLC Ocala, Florida

August 21, 2024

SPECIFICATIONS FOR LANDSCAPE MAINTENANCE

GENERAL INFORMATION

Parkway Maintenance & Management Marion, LLC (PMMM) is soliciting proposals for **Indigo CDD**, located within On Top of the World Communities, Ocala, Florida 34481. The purpose of this request for proposal (RFP) is to solicit information from vendors to supply contractual common area landscape maintenance located within an active adult community. You are invited to submit a proposal to provide these services. Your proposal may be presented in the written format of your choice, unless otherwise noted herein.

To be given consideration, please be certain to address the following items in your proposal:

1. Certify in writing that your company accepts the details of the specifications included in "Exhibit A" of this proposal for common area landscape maintenance and will conform to the performance standards by which the contract award will be conducted. (PMMM reserves the right to include a performance standard clause in the contract to ascertain adherence to the terms of the Specifications.)
2. The proposer must have a minimum of five (5) years of proven experience in landscape maintenance in Florida, and include the following information in the proposal for at least three (3) previous or existing landscape maintenance contracts;
 - i. Name and contact information for the contract administrator
 - ii. Name and address of the facility in which the contract covered
 - iii. Dates in which the contract was in force
3. Submit a plan for landscape maintenance including any proposed benefit to PMMM, any proposed investments to landscapes by the proposer, and/or any expectations, financial or otherwise, from PMMM to the proposer. The plan should also address staffing, customer service, environmental sustainability and list of equipment to be utilized.
4. Identify any operational areas you intend to use subcontractors and the services and roles that each subcontractor would assume.
5. Contractor shall provide proof of valid licenses and permits necessary to operate the business and provide copies of licenses and permits to PMMM within the proposal.

PERFORMANCE STANDARDS

1. Contractor shall provide all labor, materials, services, tools and equipment necessary to fulfill the contract. Contractor shall supply only trained and experienced personnel to perform the work.
2. Contractor will supply a full-time, experienced Landscape Manager assigned strictly to said property that will be on-call 24 hours per day.
3. Contractor shall review all property to be serviced with bid coordinator assigned by PMMM prior to beginning the job.

4. Contractor shall provide proof of insurance covering liability, property damage, workers compensation, and auto insurance as outlined in specifications.
5. Contractor shall be solely responsible for supervising its employees and that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, SDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200.
6. Contractor shall be responsible to see that all material, debris, and waste is disposed of in accordance with all federal, state, county and environmental regulations with proof of disposal available to PMMM.
7. Contractor shall be responsible for following all guidelines stated within the *University of Florida IFAS Green Industry Best Management Practices* handbook. Contractor shall have a minimum of one (1) staff member assigned to this property that is certified in the *University of Florida IFAS Green Industry Best Management Practices*.
8. Contractor shall be responsible to see that all fuel, fertilizer and pesticides are stored, handled and applied in accordance to all federal, state, county and environmental regulations and in accordance to PMMM specifications.
9. Contractor agrees not to assign or sub-contract any portion of the job without written approval from PMMM.
10. Contractor and its employees will respect and safeguard property of all residents.
11. Contractor and employees will treat residents with professionalism, courtesy and respect at all times and will not seek for themselves any gifts, favors, payments or special consideration(s).

INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERS

The bidder shall quote its most favorable terms, as the contract may be awarded without discussion of the proposals received.

Bids should include an ENDORSEMENT OF PERFORMANCE AGREEMENT that work will conform to stated standards, OSHA requirements and agree to uniform compliance with all these performance requirements provided by PMMM.

A contract(s) awarded as a result of this RFP will commence on October 1, 2024 and terminate on October 31, 2027.

Further details regarding this RFP shall be directed to Andrew J. Jorgensen, CGCS, Parkway Maintenance & Management Marion, LLC at andy_jorgensen@otowfl.com or 352-237-9564. Visiting property for review of site conditions and scope of work will be scheduled by appointment only.

Proposals must be submitted to:

ATTN: Jodi McKnight
Parkway Maintenance & Management Marion, LLC
Building 107
10881 SW 94th Street Road
Ocala, FL 34481

Or via email to:

jodi_mcknight@colenbuilt.net

Proposals are due by close of business on **9/6/2024**. Proposal should include rate sheet breaking down bid by monthly, annual and total contract terms and must reflect any intended price increases during contract period.

PMMM reserves the right, within its sole, absolute and unfettered discretion to reject any and all bids or responses to the RFP. This includes but is not limited to, those received after the deadline set forth above, or those that are believed to not be in the best interest of PMMM whether the bidder is unqualified, of doubtful financial ability, or lowest bidder.

PMMM may award the contract to that business or entity without explanation or notice. Therefore, all respondents should quote their most favorable terms.

This RFP does not represent a commitment by PMMM to do business with any respondent. Nothing set forth in this RFP is binding on PMMM. All terms and conditions related to the Services contemplated by this RFP shall be set forth in the Contract to be executed by PMMM and the selected Respondent. PMMM may, in its sole, absolute and unfettered discretion, elect not to award a Contract pursuant to this RFP or to award to more than one vendor.

“Exhibit A” to the Request for Proposal for Landscape Maintenance

Technical Contract Specifications

I. Scope of Work

A. Landscape Maintenance

Mowing:

Lawns shall be mowed weekly during the active growing season and as needed during the non-growing season as referenced in Exhibit A. Alterations of the mowing schedule due to site conditions such as dry or saturated turf will dictate the mowing operations, and must be approved by a PMMM authorized representative. Turf will be cut with rotary mowers in order to maintain a uniform height of cut. Height of cut shall be within the recommended range dictated in the *UF/IFAS Green Industries Best Management Practices* handbook as shown in the graphic below. Contractor shall leave clippings in the lawn as long as no visible clumps or excessive debris remain.

Turfgrass Species	Optimal Mowing Height (inches)	Mowing Frequency (days)
Bahiagrass	3.0-4.0	7-14
Bermudagrass	0.75-1.5	5-7
Centipedegrass	1.5-2.5	7-14
Seashore Paspalum	1.0-2.0	5-10
St. Augustinegrass, "Dwarfs" *	3.5-4.0 2.0-2.5	5-7 5-7
Zoysiagrass	1.5-2.5	5-7

Trimming:

All fixed objects shall be trimmed in order to maintain a neat appearance. Turf shall be string trimmed to match the height as determined by the mowers. Turf adjacent to all bodies of water shall be mowed or string trimmed to the water's edge during each mowing operation.

Edging:

All hardscape objects shall be edged on a routine basis as referenced in Exhibit A. All landscape beds shall be edged on a routine basis as referenced in Exhibit A. All debris generated from each of these processes shall be removed on the same day the process is completed.

Blowing:

As part of each maintenance cycle, all debris generated from our work, shall be removed from sidewalks, roadways, paved areas, monuments, and markers on days of service. Additional blowing to maintain sidewalks, driveways and patios free of debris shall be performed as needed

on a bi-weekly schedule when mowing is reduced to one (1) event per month in the slow growing season.

Weed Control:

Contractor shall keep beds free of broadleaf or grassy weeds using an approved selective or non-selective herbicide labeled for the area being treated.

Groundcovers:

Groundcover shall be edged in order to keep it within the bounds of its intended area.

Pruning:

Shrubs shall be pruned only as necessary to create a natural appearance, to maintain the desired shape, and to remove damage or diseased wood. Frequency of trimming shall be every six (6) weeks up to nine (9) times per year. Larger hedge rows (i.e. *Viburnum Odoratissimum*) that are not part of a residential landscape and intended to act as a buffer hedge between adjacent common areas, shall be completely trimmed (sides included) once annually to a height no taller than twelve (12) feet. Additional plant varieties may also fall in this category where specific tree type shrubs are installed in parking lot islands.

Trees:

Height limitation for tree pruning included within the scope of this agreement is fifteen (15) feet. The lower branches on trees up to fifteen (15) feet shall only be raised to provide clearance for pedestrians, vehicles, buildings, shrubs, or to improve visibility. Tree pruning in excess of fifteen (15) feet in height will only be performed with prior written approval from PMMM. This pruning does not cover any type of interior pruning on the canopies such as thinning, deadwood, or crown reduction. Pruning shall be performed on an as needed basis.

Tree stakes and ties are to be inspected monthly for correct installation and placement. When trees are stable enough and have developed caliper to stand alone, stakes and ties shall be removed by Contractor. Trees staked (without ties) for protection from damage may remain staked an additional period of time.

A 5' (five foot) radius circle around the base of trees shall be free of weeds and turf and shall be maintained by the use of a legally approved herbicide. Stakes or guy wires shall be treated in the same manner as the base of trees described above.

Trees located in natural tree preserve area shall be left in a natural state unless dead wood is present. Contractor shall remove any fallen dead wood and report dead or dying trees to a PMMM representative immediately.

Perennial/Annual Color Beds

Perennial/Annual color beds shall be maintained to show a colorful appearance at all times. Beds are to be kept free of weeds and spent flowers.

Annual color beds shall be replaced a minimum of four (4) times annually to ensure vibrant color and growth with plant material suitable for the season. Soil amendments shall be added at the time of replacement. Soil amendments such as organic peat or an approved planting mixture shall be

tilled in at the time of installation. Perennial/Annual color beds shall be fertilized when soil amendments are added. Osmocote or a similar product may be used. Beds may need to have additional liquid applications of fertilizer added to them if plant material warrants.

Mulch

Mulch is excluded from this contract. Contractor shall maintain all mulch installed to ensure no loss, other than natural degradation, occurs.

Debris and Storm Cleanup:

Excess debris in the landscape area shall be removed on the days of service. All debris, generated from our work, shall be removed from sidewalks, roadways and paved areas on the days of service. This excludes heavy leaf fall pickup. Contractor is not responsible or removal of excessive storm debris or fallen tree litter greater than 4" in diameter.

B. Horticulture Management

Fertilizer and Pesticide Application Records

All fertilizer and pesticide applications records shall be reported to PMMM at the time of monthly invoicing. Records shall show product and rate applied, date of application, applicator name and location of application.

Pesticide Application Notice

Proper signage, as required by Florida Statute 5E-14.147, shall be located in a conspicuous place at each application area for all pesticide applications and shall be removed by Contractor after a 24-hour post application period.

Fertilization:

Turf and ornamentals shall be fertilized with approved commercial grade fertilizer. The number of applications will be based on plant types and requirements as dictated in Exhibit A.

All granular fertilizer shall be comprised of a minimum of 70% slow-release fertilizer consisting of polymer coating, sulfur coating, or polymer-sulfur coated Nitrogen. As dictated in Exhibit A, three (3) month blends are those that supply a minimum of 1 pound of Nitrogen per one thousand square feet for the duration of the blend, four (4) month blends are those that supply a minimum of 1 pound of Nitrogen per one thousand square feet for the duration of the blend, and six (6) month blends are those that supply a minimum of .5 pounds of Nitrogen, .25 pounds of Phosphorus and .5 pounds of Potassium per one thousand square feet for the duration of the blend. All applications shall include .5 pounds of Potassium per one thousand square feet regardless of plant type. All blends for turfgrass shall not contain Phosphorus unless dictated by an accredited soil lab test.

All liquid fertilizer applications shall contain a full micro nutrient package containing Fe, Mg, Mn and S. Additional Nitrogen, Phosphorus and Potassium may be included in liquid fertilizer applications. No liquid fertilizer application shall supply no more than .10 pounds of Nitrogen per one thousand square feet.

All fertilizer applications shall be made to not damage or stain adjacent hard surfaces, including homeowner installed items. Contractor shall be held responsible for any damages thereof resulting from any application causing damage to said surfaces.

Turf Weed Control:

Broadleaf and sedge type weeds shall be covered under these specifications. Turf areas shall be treated as warranted with approved pre and post emergent weed control products following all State and Federal regulations and approved for the application site. Contractor shall respond to work orders for weed control in turf and landscape beds within a two (2) week window throughout the year.

Insect Control:

Contractor shall provide control for insects damaging turf and ornamentals by using approved products following all State and Federal regulations and approved for the application site as needed throughout the year. Insect control includes spot treating for fire ant mounds and infestations. Contractor shall respond to work orders for insect control in turf and landscape beds within a two (2) week window throughout the year.

Disease Control:

These specifications do not include preventative measures for fungus and disease. The contractor shall provide treatments to stop or slow the progression of diseases when necessary throughout the year, regardless of plant type

C. Irrigation Management

Scheduling:

Where applicable, Contractor shall schedule the irrigation in quantities and frequencies consistent with seasonal requirements. Contractor shall schedule the system to operate at night so as to not interfere with daytime use of property and to promote water conservation. Daytime watering to relieve plant stress or to incorporate fertilizer or pesticide applications, where required by the label, federal or state law, is acceptable. Contractor shall schedule the operation to adhere to local watering restrictions when applicable.

Irrigation Inspection:

Contractor shall perform the following services as part of the monthly irrigation inspection:

- Activate each irrigation zone of the system.
- Visually check for any damages or necessary repairs.
- Straighten or adjust irrigation heads and nozzles as necessary.
- Adjust the irrigation controller for specific watering requirements according to the season and site conditions.
- Provide a written report of the findings.

Damage to the irrigation system:

Contractor shall repair, at no cost, any damage caused by maintenance operations. Contractor shall be held responsible to make any necessary repairs to the control, piping and distribution systems, with prior PMMM approval, for damages within their area of responsibility resulting from faulty equipment, lightning, construction work, vandalism, pre-existing conditions, freezes, or acts of God, but shall not be held liable for expenses associated with repairing said damage.

D. Drainage Maintenance

Ponds, Intake and Outflow Structures Maintenance

Mowing and edging shall be performed as to keep structures clear of grass, weeds and debris. Inspections shall be done weekly, or more frequent during periods of expected heavy rainfall, to assure grates, pipes and splash pads are clear of debris. Where applicable, aquatic weed and algae management will be performed by third-party contractors paid for by PMMM.

Retention Pond Maintenance

Contractor shall be responsible for maintaining all retention pond slopes and bottoms in accordance with the Southwest Florida Water Management District guidelines presented in the District's publication "How to Operate & Maintain Your Stormwater Management System". This includes ensuring that all washouts and any depression smaller than three foot by three foot by three foot (3' x 3' x 3') are repaired in an expedited manner. Depressions larger than 3' x 3' x 3' shall be reported to a PMMM representative within 24 hours of discovery.

E. Damages

Contractor shall be held liable for any damage, at the Contractor's sole expense, while performing maintenance duties under their scope of work. Damages include loss of turf, trees or shrubs from improper irrigation management, improper pruning, improper pest control, and improper equipment operation. Contractor shall be held responsible to make any necessary repairs, with prior PMMM approval, for damages within their area of responsibility resulting from faulty equipment, lightning, construction work, vandalism, pre-existing conditions, freezes, or acts of God, but shall not be held liable for expenses associated with repairing said damage.

F. Community Mindedness

Policing shall be performed on a daily basis for the removal of all trash litter (i.e.: paper, cans, bottles, etc.) to all areas of the property including areas outside of the Contractors scope of work. Additionally, litter control will also be performed throughout the entire community while travelling between property locations.

Contractor shall also report to PMMM any issues observed outside of the Contractors scope of work while performing duties throughout the community. These may include dead trees, improper use of facilities, safety hazards, fallen street signs, equipment or facility issues.

G. Items not included in this agreement

Acts of God Damage

Damage to the property as a result of Acts of God may include, but are not necessarily limited to: removing blown-over trees, broken limbs, and stumps; removing silt or debris deposited by floods; damage from freezing, hurricanes, or other unusual occurrences will be handled on an individual basis as a pre-approved extra cost. Contractor shall make emergency repairs to prevent further damage, when necessary, without the additional work being pre-approved by PMMM representative.

Specialized equipment, Arborist, and additional labor requested by PMMM will require a pre-approved extra cost.

Tree, Shrub, and Flower Replacement

The loss of trees, shrubs, or flowers not caused by the Contractor may be replaced as an extra charge. It shall be the responsibility of the Contractor to bring such needs to the attention of PMMM.

Arborist Work

Major tree pruning or other Arborist related work shall be an extra cost item requiring prior approval by PMMM. It shall be the responsibility of Contractor to provide estimates for needed work to the attention of PMMM.

Capital Improvements

Work performed over and above the normal maintenance provided in the Agreement, such as excessive earth moving, reconstruction of the property, construction or reconstruction, installation of concrete or asphalt cart paths, driveways and sidewalks, brush clearing, and installation of French drains, including materials for the aforementioned work, shall be an extra cost item requiring prior approval by PMMM. PMMM reserves the right to assign any additional work above and beyond the scope of work within this contract to additional contractor(s).

Fuel Storage

Contractor shall be responsible for providing adequate gasoline and diesel fuel storage facilities if located on the premises and used during the execution of this contract. Gasoline and diesel fuel storage facilities shall conform with all Florida Department of Environmental Protection regulations for such facilities and insured as such.

H. Specific Areas of Maintenance

Contractor shall be responsible for all areas as outlined in yellow on Exhibit C including all fences, roadways and roadway curbs within work boundaries. Specific boundaries shall be discussed during the initial review of properties to be serviced by Contractor.

I. Contractual Requirements

Contract Period

The contract period shall be for three (3) years from date contractor starts work on property as outlined in contract. Subsequent yearly extensions shall be proposed by Contractor and shall be approved by PMMM.

Either party may terminate this agreement with or without cause at any time by providing the other party with thirty (30) days prior written notice of termination.

Invoice

On a monthly basis, the PMMM accounting department shall be provided an invoice showing monthly fee and any additional prior approved extras costs with back-up documentation of description of work, materials and charges applied. All pesticide and fertilizer application records

must be submitted simultaneously with invoicing for work performed each monthly contract period in order to qualify for payment.

Such invoice must be submitted within sixty (60) calendar days of completion of the work. In the event that the final invoice is not submitted within the sixty (60) calendar days of completion of the work, PMMM shall have the right to demand, in writing, that the Contractor submit the invoice within five (5) business days from the date such written demand is made. If the Contractor does not comply with such five (5) business day demand, then Contractor shall be in breach of this agreement. Any submitted invoice after this initial sixty-five (65) day submission period shall be null and void and Contractor shall not be entitled to said payment.

PMMM accounting department contact information will be provided in final contract.

Contractor Representative

Contractor shall provide an authorized representative to be “on-call” 24 hours per day. A list of authorized representatives along with contact information shall be provided in writing to PMMM prior to the start of this agreement. In the event of an extended absence (more than 7 days) of the Contractor Representative, contractor will provide sufficient experienced personnel to maintain the integrity of the contract at the cost of the Contractor. Contractor Representative shall meet bi-weekly with PMMM representatives to discuss current issues, work schedules, outstanding work orders and upcoming work.

Contractor Employees and Sub-contractors

All individuals doing business with and for PMMM or On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities will work with integrity. The Contractor’s employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with your company. PMMM expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation of disclosure of confidential information, data on decisions, plans or any other information that might be contrary to the interest of PMMM, On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities, without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of PMMM, On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities expectations will subject the vendor(s), contractor(s) and/or other business enterprises(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact Andrew J. Jorgensen, Director of Community Operations, Parkway Maintenance & Management Marion, LLC.

All Contractor employees and representatives shall be dressed appropriately and professionally and be provided uniforms stating Contractor company name clearly on the front or back of said uniform.

Inspections

A PMMM representative may make periodic, unannounced inspections at any time. The intent of the inspections is to verify contract obligations are being met. Failure to meet contract obligations will be documented in writing and sent to Contractor representative with a thirty (30) day period for improvement. Failure to meet contract obligations will result in contract loss.

Owner's Right to do Work

If the Contractor fails to expediently meet the specifications within the contract, PMMM may, forty-eight (48) hours after submitting written notice to the Contractor, without prejudice to any other remedy he may have, correct any deficiencies or phases of work in which the Contractor neglected. PMMM shall deduct the cost of any such work done from the payment to the Contractor.

In addition, PMMM reserves the right to complete any work not included in the maintenance contract without additional fees due to Contractor.

Pesticide Application Notice

Proper signage, as required by Florida Statute 5E-14.147, shall be located in a conspicuous place at each application area for all pesticide applications and shall be removed by Contractor after a 24-hour post application period.

Completion of Work Orders

PMMM utilizes a work order system to identify areas of additional work needed. All work orders are issued to the Contractor 24-hours after receipt and shall be completed and closed out within ten (10) business days. PMMM understands that unforeseen circumstances may limit Contractor from fully completing all work orders within said ten (10) business day period and requests frequent and open communication from Contractor as to status for completion. Failure to complete work dictated by said work order within a forty-five (45) day period shall allow PMMM to complete work, with any expenses related to such, deducted from any future payment to Contractor.

Bidder Contact Information

The bidder should indicate the appropriate contact information (street address, phone, fax, e-mail address, and contact name) for contractor representative responsible for said bid.

J. Insurance Requirements

A brief outline of coverage that should be in force follows. Contractor awarded contract must provide a current Certificate of Insurance that reflects the following:

1. Workers' Compensation and Employee Liability - This policy must provide statutory Workers' Compensation coverage in this state. Coverage extension shall include:
 - a. \$1,000,000 for each accident - Employers' Liability Coverage
 - b. \$1,000,000 for each employee and aggregate - Disease
2. Comprehensive General Liability Insurance – Minimum Limits of:
 - a. \$2,000,000 Each Occurrence

- b. \$2,000,000 General Aggregate
- c. \$1,000,000 Personal Injury

General Liability, Automobile Liability and Umbrella Liability insurance policies shall name On Top of the World Communities, LLC. and its affiliated entities (OTOW) as Additional Insureds. The general liability, workers compensation, and employer's liability policies shall contain a waiver of subrogation in favor of OTOW. All policies shall contain a 30-day notice of cancellation for any reason, except 10 days for non-payment of premium.

The Certificate of Insurance shall contain the following language in the Comments Section:

"On Top of the World Communities, LLC, and its affiliated entities (OTOW), their officers, directors, and employees are named as Additional Insureds on the general liability and auto liability policies for liability arising from the provision of products or services to OTOW by the Name Insured. The general liability policy contains Additional Insured Endorsement GC 20101185 or its equivalent. The general liability, workers compensation/employer's liability policies contain a waiver of subrogation in favor of OTOW, OTOW shall be notified 30 days prior to cancellation or non-renewal of any policy listed, except 10 days for non-payment of premium."

Comprehensive Automobile Liability – Minimum Limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. The policy shall include covered auto Symbol "I" – Any Auto.

K. Safety Requirements

The Contractor agrees that it shall be solely responsible for supervising its employees and that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, MSDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200. In conjunction, the Contractor is subject to fines issued by the On Top of the World Safety Director or representative for non-compliance with any of the fore mentioned requirements. At Contractor's sole cost and expense, shall provide safe and sufficient facilities at all times for inspection of the work by Safety Officer or representative. Contractor shall take all safety measures required by PMMM and the State of Florida safety rules and shall comply with the Federal Occupational Safety and Health Act and any rule made pursuant to it, and all other applicable federal, state and local laws, rules and regulations. Contractor shall ensure that all employees wear fluorescent shirts or vests at all times and use traffic notification devices including signage, traffic cones, and vehicular strobe lighting while working along all major roadways within or outside of the community, when applicable within this contract.

L. Additional Services Offered

The bidder is requested to provide information regarding any additional services/support that would be offered to PMMM as a separate document to this request for proposal.

M. Pricing

Bidder will supply pricing in the form of monthly cost, annual cost and total contract cost and any price increases intended during the life of the contract.

Bidder will also state in proposal the amount of fuel surcharge and threshold level per gallon for surcharge to be enacted for both gasoline and diesel fuel.

Exhibit A

		January	February	March	April	May	June	July	August	September	October	November	December	Annual
Zoysia/St. Augustine	Mowing	1	1	2	3	4	4	5	4	5	3	2	2	36
	Hardscape Edging	1	1	2	3	4	4	5	4	5	3	2	2	36
	Landscape Bed Edging	0	1	1	2	2	2	2	2	2	2	1	1	18
Bahia	Mowing	1	1	2	3	4	4	5	4	5	2	2	1	34
	Hardscape Edging	1	1	2	3	4	4	5	4	5	3	2	2	36
	Landscape Bed Edging	0	1	1	2	2	2	2	2	2	2	1	1	18
Landscape Beds	Pruning	0	1	0	1	1	1	1	1	1	1	0	1	9
	Bed Weed Control	1	1	2	2	2	2	2	2	2	2	1	1	20
	Cutbacks	1	0	0	0	0	0	0	0	0	0	0	0	1
Tree Care	Ornamental Pruning (as needed)													0
	Shade Tree Elevations (as needed)													0

Shrubs and Trees

Hort Service	Product	Freq.	January	February	March	April	May	June	July	August	September	October	November	December
Granular Fert.	6 month blend w/minors	1												
Liquid Fert.	Focal plants with insect/Fungicide	4												
Pest Control	Preventative Treatment	1												
Pest Control	IPM Treatments	as needed												
Disease Control	Fungicide w/minors	as needed												

Zoysia Grass

Hort Service	Product	Freq.	January	February	March	April	May	June	July	August	September	October	November	December
Granular Turf Fert.	3 month blend with pre-emergent	2												
Granular Turf Fert.	4 month blend	1												
Liquid Turf Fert.	Minor nutrients with insect control	as needed												
Winter Weeds	Herbicide	4												
Summer Weeds	Herbicide	6												
Disease Control	Fungicide	as needed												

Bahia Grass

Hort Service	Product	Freq.	January	February	March	April	May	June	July	August	September	October	November	December
Granular Turf Fert.(Lawns)	3 month blend	1												
Insect Control	Insect control	as needed												
Winter Weeds	Herbicide	4												
Summer Weeds	Herbicide	as needed												

Exhibit C





BUSINESS ETHICS EXPECTATIONS

The purpose of this document is to affirm On Top of the World Communities, LLC and its Related Entities (herein after referred to as the "Company") standard of ethical conduct in regards to outside vendors, contractors, other business enterprises.

All individuals doing business with and for the Company will work with integrity. The Company's employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment, or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with the Company. The Company expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans, or any other information that might be contrary to the interest of the Company without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of the Company's Expectations will subject the vendor(s), contractor(s), and/or other business enterprise(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact the General Manager's office.

BUSINESS ETHICS EXPECTATIONS ACKNOWLEDGEMENT AND AGREEMENT

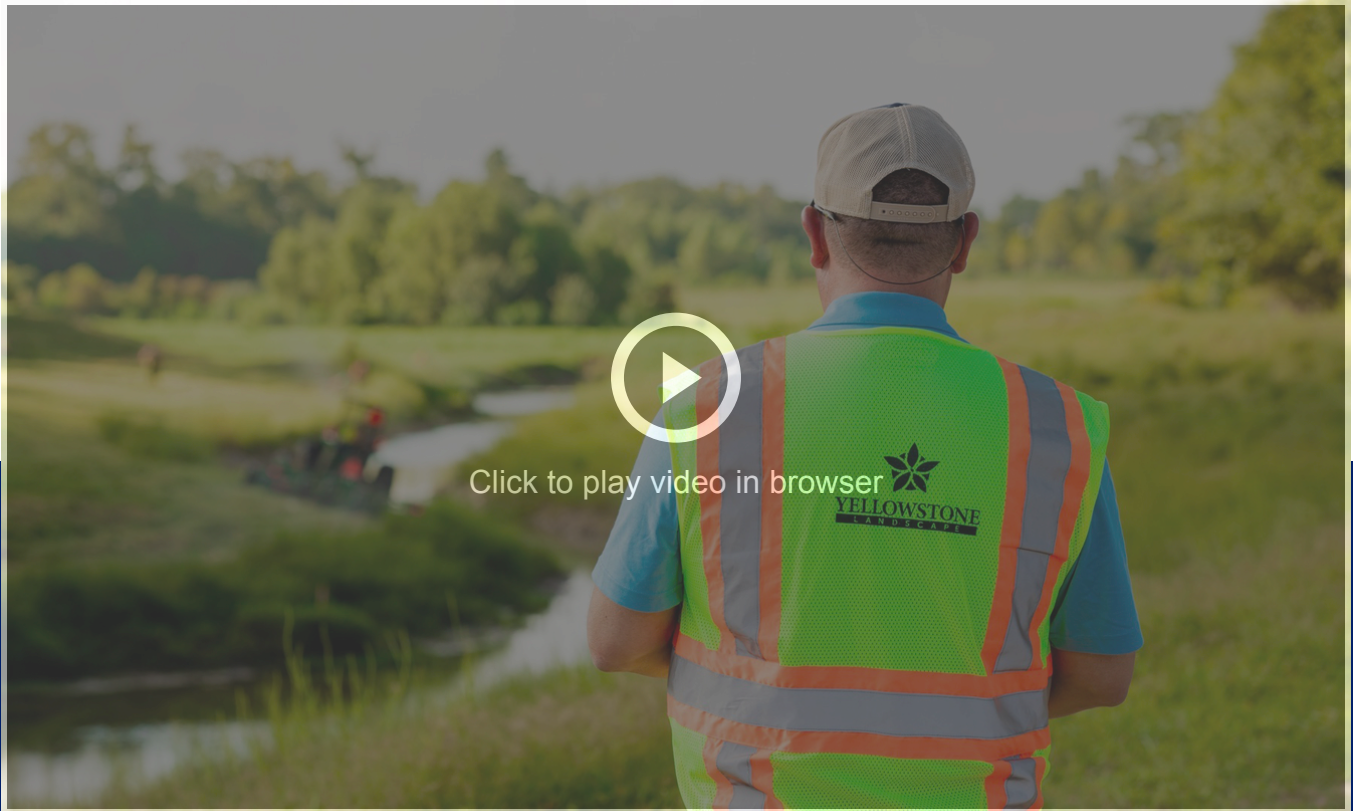
I acknowledge that I have received a copy of On Top of the World Communities, LLC and its Related Entities Business Ethics Expectations (the "Company"). I have read it thoroughly. I understand that as a vendor, subcontractor, or business enterprise that seeks to conduct business with the Company, I and my business associates must maintain the highest ethical standards in our relationship with the Company and its employees.

In particular, I understand the Expectations as pertains to gifts, favors, entertainment, payments, and potential conflicts of interest developing from a relationship with employees or others.

I agree to abide by the terms and conditions set forth in the On Top of the World Communities, LLC and its Related Entities Business Ethics Expectation document.

ABOUT YELLOWSTONE LANDSCAPE

Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability, better profits, and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.



To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.

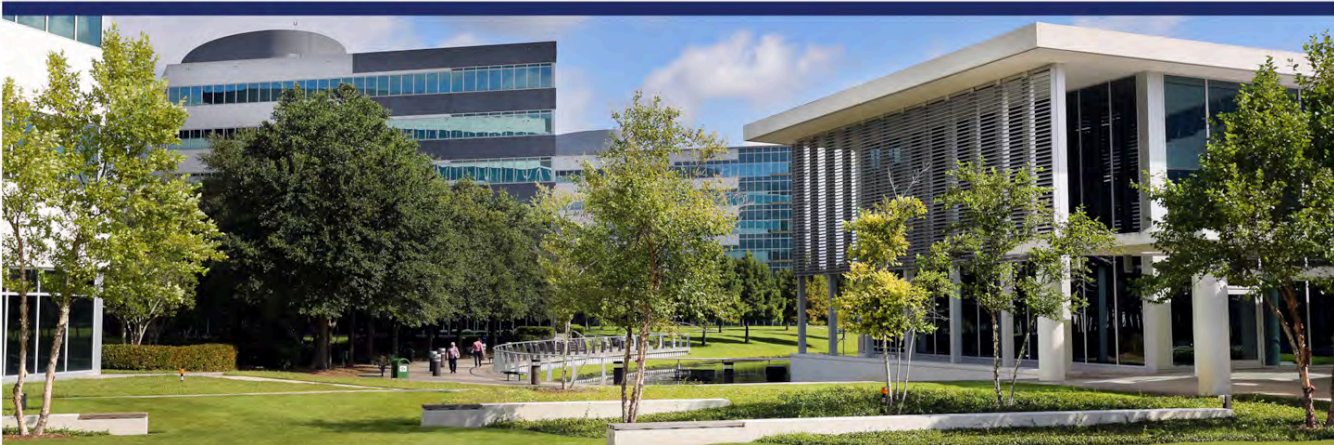
“ You will be hard-pressed to find a better landscape maintenance company than Yellowstone Landscape. Being a relatively new community, we were in need of a reliable, trusting, "one-stop shop" company that could handle our turf, flower beds, trees, and irrigation maintenance needs; and we found that in Yellowstone.

Mike Vaccaro
President/Secretary
Clover Creek Community



Capabilities Statement

Commercial Landscaping Services



CORPORATE OVERVIEW

Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies. Since then, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape maintenance, landscape design and installation, tree care, irrigation, and snow & ice management services.

As the landscape industry's largest privately held company, we are proud to serve more than three thousand client properties from over 50 local branch facilities, across the South, Southwest, and Midwest.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

COMPANY DATA

Business Entity Name: Yellowstone Landscape - Southeast LLC
 Headquarters Address: 3235 N State St, Bunnell, FL 32110
 FEI/EIN Number: 20-2993503
 Incorporation Date: 01.28.2008 (Delaware)

SERVICES OFFERED



Landscape Maintenance



Landscape Enhancements



Landscape Installation



Commercial Tree Care



Irrigation & Water Management



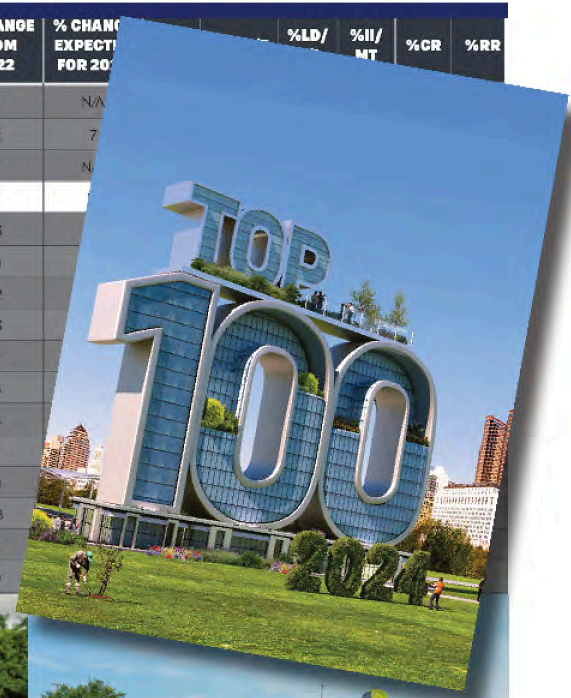
Snow & Ice Management

Our Place in Our Industry



YELLOWSTONE
LANDSCAPE

2024 RANK	COMPANY	2023 RANK	2023 REVENUE	HEADQUARTERS	EMPLOYEES	% CHANGE FROM 2022	% CHANGE EXPECTED FOR 2023	%LD/	%II/MT	%CR	%RR
1	BrightView Holdings	1	\$2,816,000,000	Blue Bell, PA	21,000	2	N/A				
2	The Davey Tree Expert Company	2	\$1,693,481,000	Kent, OH	12,186	12	7				
3	TruGreen	3	\$1,515,000,000	Memphis, TN	13,592	0	N/A				
4	Yellowstone Landscape	4	\$579,000,000	Bunnell, FL	6,500	8					
5	HeartLand	6	\$534,474,000	Kansas City, MO	4,699	23					
6	Bartlett Tree Experts	5	\$481,000,000	Stamford, CT	2,700	10					
7	Mariani Premier Group	11	\$465,000,000	Lake Bluff, IL	3,200	62					
8	Gothic Landscape	9	\$396,000,000	Valencia, CA	2,500	23					
9	SavATree LLC	7	\$393,000,000	Bedford Hills, NY	2,677	7					
10	Sperber Landscape Companies	8	\$383,020,000	Westlake Village, CA	3,396	16					
11	Weed Man	10	\$351,682,800	Orono, ON	N/A	14					
12	Ruppert Landscape	14	\$330,700,000	Layfonsville, MD	2,300	21					
13	LandCare	13	\$298,000,000	Frederick, MD	4,000	10					
14	Juniper	19	\$286,000,000	Fort Myers, FL	2,900	68					
15	Outworx Group	12	\$280,000,000	Westbury, NY	2,679	0					
16	Divisions Maintenance Group	15	\$246,975,797	Cincinnati, OH	1,029	19					



Each year the lawn and landscape industry’s leading trade publications rank the largest firms in lawn care, tree care, and landscaping services. Among the largest “green industry” companies in North America, **Yellowstone Landscape** is pleased to have been in the top 5 for the past several years.

We attribute our tremendous growth and staying power at the top of our industry to two very important groups of people. First, to the thousands of customers, and the properties and projects they allow us to create and maintain for them.

Second, to the more than five thousand **Yellowstone Landscape Professionals** who wear our uniform and take care of the valuable relationships we’ve built with our clients.

Without the trust of our customers or the dedication of our employees **Yellowstone Landscape** would not exist as it is today.

As we look forward to continued opportunities to serve new clients and to bring more talented individuals into our company, we vow to never lose sight of the people who made us one of our industry’s most successful and respected firms.

Trusted by Clients Across the Country



YELLOWSTONE
LANDSCAPE



Yellowstone Landscape serves our clients from local branch locations across the United States from over 50 offices in 14 states.

Our talented Landscape Professionals are experts in their local areas, delivering excellence in commercial landscape maintenance, installations and enhancements, tree care, and snow & ice services.

These local operating teams are supported by the collective strength of a national leader in commercial landscaping services.

And we empower our local leadership to make decisions in the best interest of our clients and their properties. No excuses, no calling headquarters for approval, no corporate red tape. Just do what's right.

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the trusted commercial landscaping partner of choice to our valued clients across the country.

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Industry Recognition



YELLOWSTONE
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Our clients' properties have earned dozens of National Landscape Awards of Excellence, the highest honor given in the professional landscape industry. They've been recognized as some of the most outstanding commercial landscaping projects in the country. Below is a partial listing of our award-winning projects:

- Reston Town Center; Reston, VA; 2023
- Seminole Hard Rock Resort; Tampa, FL; 2023
- District at Chamblee; Atlanta, GA; 2021
- Rockstar BMX Park; Houston, Texas; 2020
- Emory Johns Creek Hospital; Atlanta, GA; 2019
- Del Webb Lake Oconee; Greensboro, Georgia; 2018
- Mesa Del Sol; Albuquerque, New Mexico; 2018
- Hermann Park; Houston, Texas; 2017
- Walton Riverwood; Atlanta, Georgia; 2017
- Swan and Dolphin Resort; Orlando, Florida; 2016

- Cane Island Amenity Village; Houston, Texas; 2016
- Tradition; Port St Lucie, Florida; 2015
- Rob Fleming Park; The Woodlands, Texas; 2014
- AAA Headquarters; Orlando, Florida; 2013
- Technology Park Atlanta; Atlanta, Georgia; 2013
- Boeing 787 Facility; Charleston, South Carolina; 2012
- Grand Haven; Palm Coast, Florida; 2011
- Fleming Island Plantation; Jacksonville, Florida; 2010
- Hammock Beach Resort; Palm Coast, Florida; 2008
- Reunion Resort & Club; Orlando, Florida; 2007

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Committed to Safety



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Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a safe, healthy work environment, kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to behave professionally and remain alert to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

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Our Fleet Vehicles and Equipment



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Yellowstone Landscape takes great pride in the maintenance our fleet vehicles and the specialized service equipment and tools we use. Our branch locations employ dedicated mechanics, experienced in working with the equipment we use. Their sole responsibility to keep our fleet and equipment in good working order, many times working overnight to keep equipment in service during the day.

We know how important it is that our service teams have the tools they need to get their jobs done. That's why we strive to keep all our vehicles and equipment in good repair, appearance, and in sanitary clean condition at all times.

All vehicles are appropriately registered and insured, clearly marked with our company identification, regularly inspected for safety and cleanliness, and only operated by licensed, approved drivers.

Our Company Owned Fleet Vehicle and Equipment Listing Includes:

- Over 1000 Trucks, Vans and Utility Vehicles
- Wide Area Mowing Tractors
- Tree Care Trucks with Trailer Chippers
- Assorted Heavy Duty Caterpillar Equipment
- Motorized Work Carts
- Open Bed and Enclosed Trailers
- Motorized Edgers and Trimmers

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Environmental Stewardship



As a leader in the landscaping industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination management tools to create an environment where it is less likely that the pest will return.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation

and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment.

Organic Options: We offer organic alternatives to all traditional management solutions.

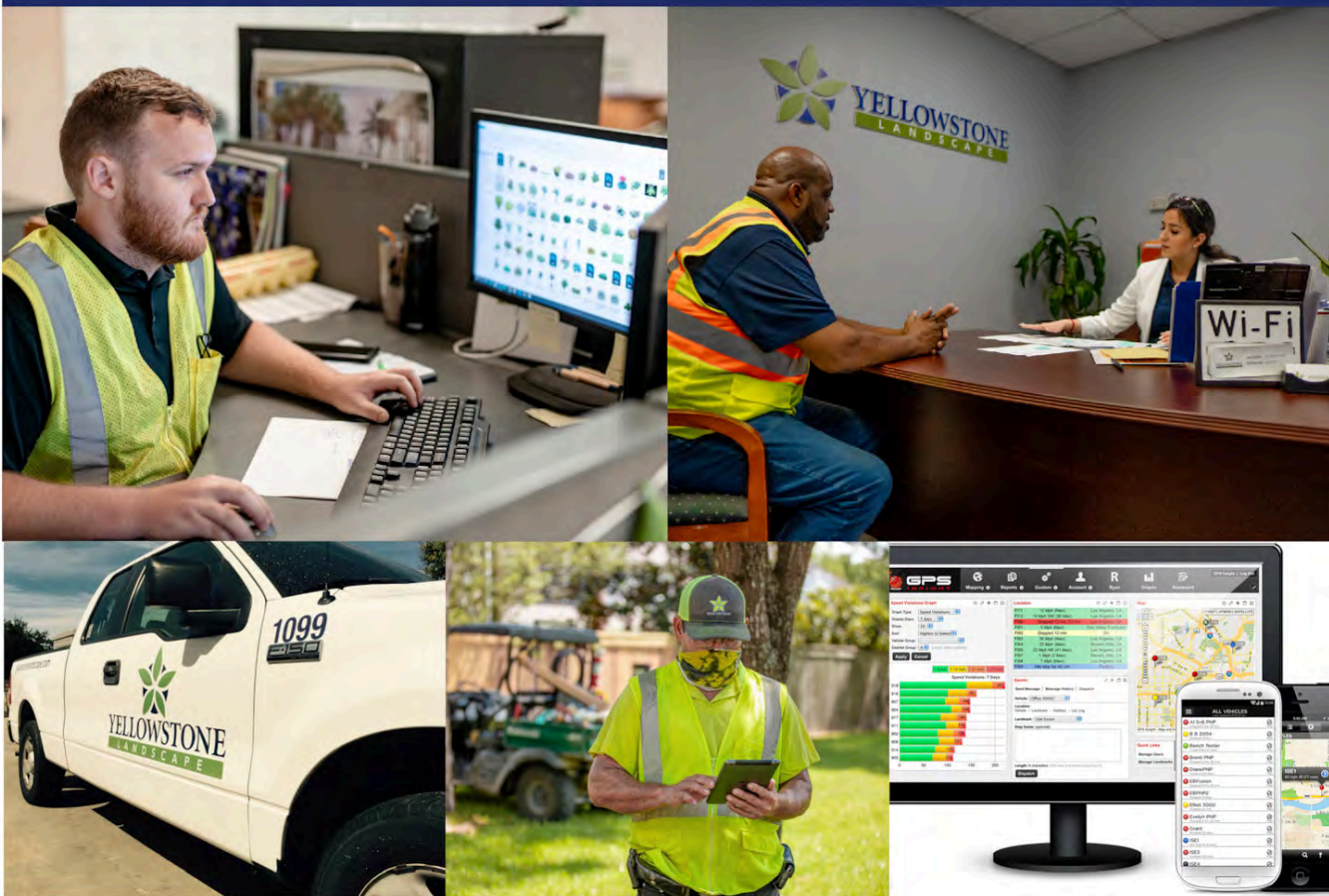
Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

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Our Technology at Work for You



YELLOWSTONE
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Technology in the landscape industry is rapidly evolving. Yellowstone Landscape is taking advantage of this innovation to improve our communication, tracking, and billing systems, allowing us to offer more efficient service visits and faster response times for our clients.

Over a decade ago, we began issuing smart phones to all our field service supervisors and technical specialists, but as new products have come to market, Yellowstone has continued to improve our technological capabilities.

All Yellowstone Landscape fleet vehicles are equipped with GPS tracking devices, enabling us to see where our vehicles are at any given time,

and how long our service crews spend at each property. GPS tracking also enables our Safety teams to make sure our drivers are obeying speed limits and traffic laws.

In addition to field level improvements, Yellowstone continues to lead the industry with real time reporting on costs and labor utilization, enabling us to produce monthly service billings at greater than 99% accuracy. We even integrate with most major accounting systems, to help you automate your procurement system's payment processes.

We will remain technological leaders in our industry and as technology improves, so will we.

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Irrigation Installation & Management



There is **nothing more essential** to the success of your landscape than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require special certification to install and operate.

Our Irrigation Installation and Management Professionals are **experts in all major commercial irrigation systems**. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, **our Irrigation Teams are dedicated to protecting your valuable water resources**. Once installed, we always adhere

to local ordinances governing water use and have implemented the principles of the leading industry groups. These **guidelines govern how we design, install, and maintain your irrigation system**.

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.

Seasonal Color Installations



If you want to make a big impact and create dramatic curb appeal for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will “bring the wow” to your entrances and feature areas with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a custom design proposal tailored to your preferences, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the

previous rotation’s plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with tighter spacing to create more vibrant color and instant impact. As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

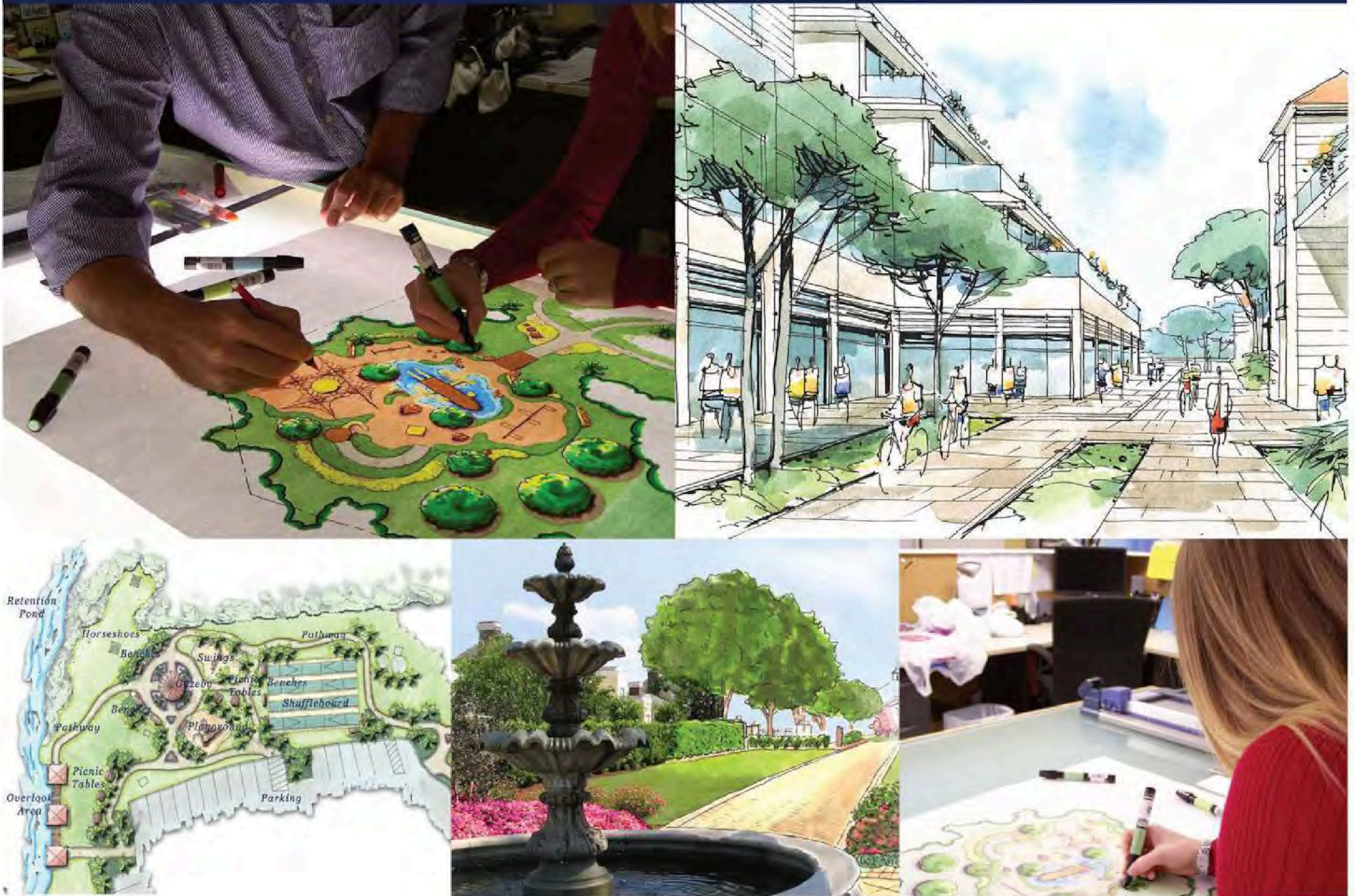
Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants’ watering requirements are being met.

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Landscape Design



YELLOWSTONE
LANDSCAPE



You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create photo renderings so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.

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Principal Officers



Our Leadership Team is committed to making Yellowstone Landscape the premier commercial landscape service company in the United States. We bring that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.



Harry Lamberton was named **President and CEO** of Yellowstone Landscape in May of 2023, after joining Yellowstone in January of 2022 as President. As CEO, Harry leads and drives Yellowstone's strategy, continued growth, quality service, focus on safety, and maintaining a great place to work for all employees, applying expertise gained from over 20 years of leading environmental and sustainability businesses at Waste Management. Harry continues to be active in broadly supporting sustainability and the environment by serving on the Conference Board's Global Sustainability Centre's Advisory Board, the Board of Directors of the Sustainability Institute at the University of New Hampshire and the Board of Directors of Friends of the Chicago River. Harry holds a BA from the University of New Hampshire and an MBA from the Goizueta School of Business at Emory University.



Timothy (Timo) Sherman serves as **Chief Financial Officer** of Yellowstone Landscape with oversight over all Finance, Accounting, IT, and Procurement functions. He has led the financial analysis team since 2018, focusing on excellence in planning, forecasting, budgeting, analysis, acquisition planning, due diligence, closing and initial integration management, and any other areas requiring financial evaluation and insight. He first worked in landscaping as a construction project manager, then account manager and branch manager for Cornerstone Landscape, which was acquired by Yellowstone in 2012. Timo holds a BS from the Fisher School of Accounting at the University of Florida and an MBA from Jacksonville University and has experience in Staff and Cost Accounting.



Tim Portland has served as the **Executive Chairman** of Yellowstone Landscape since May of 2023. As Executive Chairman he is highly active and engaged within the company, supporting the company's executive leadership. Prior to his current role, he led the company as CEO for more than a decade. In addition to chairing Yellowstone's Board of Directors, Tim serves on the Board of Directors of the National Association of Landscape Professionals and chairs the association's H-2B steering committee. He also serves on the Board of the Seasonal Employment Alliance, an advocacy organization focused on congressional reform of the guest worker visa programs that sustain seasonal businesses across the United States.



Blaine Peterson serves as Yellowstone Landscape's **Vice President of Business Development**, where he is responsible for the company's industry-leading sales team, a critical component of Yellowstone's superior growth and track record with customers. Blaine has been a part of the company since 2005, in ascending roles and responsibilities including Branch Manager and Business Development Manager, while founding the company's Jacksonville, Florida location. Blaine has a background in commercial real estate and holds a degree from Florida State College.

Cheyne Solesbee, *General Manager*



As the General Manager of our North and Central Florida markets, Cheyne is responsible for overseeing each of the local branches. Cheyne assists with the growth of our branches. He coordinates operations, which includes personnel, equipment, safety regulations, and other resources. He works with each local branch to maintain the highest quality projects and ensures the team provides world class service to our customers.

Education

Texas A&M University, College Station, Texas
 Bachelor of Science in Agronomy

Relevant Experience

General Manager, Yellowstone Landscape – North and Central Florida
 2024-present

Responsible for all landscape operations within Yellowstone Landscape’s North and Central Florida markets, including our Orlando, Kissimmee, Apopka, and Leesburg branches. Oversees all branches operations and employees, builds operational strategies that improve company-wide quality, and manages operations training.

Branch Manager, Yellowstone Landscape – Jacksonville, FL
 2018-2023

Responsible for landscape maintenance and installation operations, works with all plans and specifications for each project and has extensive knowledge of the service expectations, hires and coordinates landscape management crews, balances the workload and materials needed for each project, maintains up-to-date roster of all personnel and job activities, and identifies equipment and resources needed for each project.

Account Manager, Yellowstone Landscape – Jacksonville, FL
 2012-2017

Arranges, schedules, and directs daily landscape services, ensures peak efficiency of each project, ensures delivery of high-quality projects and services to clients, establishes long-term relationships with clients, identifies opportunities to enhance client properties, conducts on-going field-safety and operations training, and maintains regular communications with clients.

Cheyne Solesbee, *General Manager*

Project Manager, Yellowstone Landscape – Jacksonville, FL
2009-2011

Responsible for landscape installation operations, works with all plans, blueprints, and specifications for each project, hires and coordinates construction crews, balances the workload and materials for each project, maintains up-to-date roster of all personnel and job activities, identifies equipment and resources needed for each project, assures preventative maintenance on all equipment, conducts regular inspections of in-progress projects, and identifies training needed for personnel.

Assistant Project Manager, Yellowstone Landscape – Jacksonville, FL
2007-2009

Works with all plans, blueprints, and specifications for each landscape installation project, coordinates construction crews, and balances the workload and materials for each project.

Jennifer Skwyra, *Branch Manager*

	<p>As the branch manager of our Leesburg branch, Jennifer is responsible for overseeing the location’s current and upcoming projects. She coordinates operations, which includes personnel, equipment, safety regulations, plant material and other resources. She works with each project to maintain the highest quality projects and services.</p> <p>Jennifer brings several years of green industry experience to the Leesburg location of Yellowstone Landscape.</p>
Education and Certifications	<p><i>Colonial High School – Orlando, FL</i> General Studies Certified Maxicom Technician Certified Maxicom Operator</p>
Relevant Experience	<p><i>Branch Manager, Yellowstone Landscape – Leesburg, FL</i> 2021 - present Responsible for landscape maintenance and installation operations, works with all plans and specifications for each project and has extensive knowledge of the budget and service expectations, hires and coordinates landscape management crews, balances the workload and materials needed for each project, maintains up-to-date roster of all personnel and job activities, identifies equipment and resources needed for each project, assures that preventive maintenance is performed on all equipment, and conducts regular inspections of in-progress projects.</p> <p><i>Landscape Maintenance and Design, Yellowstone Landscape– Orlando, FL</i> 2020-2021 Responsible for creating landscape designs for the Swan and Dolphin Hotel and maintaining grounds for a beautiful presentation that fulfilled the Disney standards.</p> <p><i>Manager, Spectrum- Orlando, FL</i> 2019-2020 Lead a team of associates by coaching, developing, and inspiring. Responsible for delivering and exceeding financial business goals all while upholding an exciting culture and maintaining appropriate staff by recruiting, hiring, and training team members.</p>

David Hensley, Account Manager

	<p>As the Account Manager within our Leesburg Branch, David oversees all aspects of Production and Client engagement for his portfolio of clients. David adds a tremendous amount of industry knowledge and experience to the Yellowstone Team. David's tenure adds to our outstanding client interaction process and communication. David prides himself on training, mentoring and development of all employees on our team which adds to the leadership team in the Orlando region of Yellowstone Landscape.</p>
Education and Certifications	<p><i>Manard Evans High School – Orlando, FL</i> Irrigation Management FNGLA Continuing Education</p>
Relevant Experience	<p><i>Account Manager, Yellowstone Landscape– Orlando, FL</i> May 2022 – Present Completed proposals based on customer requests, recommended enhancement services, and sustainable landscape programs. Directed and coordinated staff for the management of contracted projects, ensuring proper staffing, equipment availability, and equipment repairs when appropriate while maintaining profitability. Developed and coordinated plans for the efficient use of personnel and resources.</p> <p><i>Landscape Account Manager and Irrigation Manager</i> Trimac Outdoor – Orlando, FL January 2021 – March 2022</p> <p><i>Landscaping Account Manager, Carol King Landscaping - Orlando, FL</i> 2017 - 2021</p> <p><i>Landscape Manager of Operations, Lake Port Square – Leesburg, FL</i> 2016 - 2017</p> <p><i>Account/Operation Manager - Precision Landscape Management, Inc.</i> 1994 - 2015</p>

Wyndham LBV

Orlando, FL.

September 2021

Conceptual Rendering-Plants are depicted at mature stage



Existing

- S.P.
- C.S.
- B.D.
- C.T.
- L.P.
- A.N.



Potential

Landscape Design Suggestions

- Splitleaf Philodendron (S.P.)
- Blue Daze 'Blue My Mind' (B.D.)
- Croton 'Stoplight' (C.S.)
- Coontie (C.T.)
- Annuals (A.N.)
- Liriope (L.P.)



Village of Wesmere

Ocoee, FL.

May 2022

Conceptual Rendering-Plants are depicted at mature stage



Existing

- L.M.
- L.P.
- A.N.
- S.G.
- B.D.



Potential

Landscape Design Suggestions

- Blue Daze 'Blue My Mind' (B.D.)
- Society Garlic (S.G.)
- Loropetalum (L.M.)
- Liriope (L.P.)
- Annuals (A.N.)



Spruce Creek

Summerfield FL.

Conceptual Rendering-Plants are depicted at mature stage



Existing

D.O.
A.T.
A.J.
S.D.
P.D.



Potential

Landscape Design Suggestions

- Dwarf Oleander (D.O.)*
- Arboreola 'Trinette' (A.T.)*
- Asiatic Jasmine (A.J.)*
- Podocarpus (P.D.)*
- Sod (S.D.)*



Wyndham LBV

Orlando, FL.

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

- Ti Plant 'Kiwi' (T.K.)
- * Cut Back Lorpetalum (L.M.)
- * Keep Podocarpus (P.D.)
- Keep Some Liriope (L.P.)



P.D.
L.M.
T.K.
L.P.

Potential



References

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name: Trafalgar Village HOA
Client Since: 2022
Service Area: Townhomes, Homes, & Common Areas
Services Provided: Landscape Maintenance, Landscape Design & Installation
Client Contact Information: Timothy Hayes, *Community Association Manager*
407-705-2190 x212
thayes@artemislifestyles.com

Project Name: Palms at Serenoa
Client Since: 2022
Service Area: Homes & Common Areas
Services Provided: Landscape Maintenance, Landscape Design & Installation
Client Contact Information: Shannon Bernard, *Community Association Manager*
407-781-0770
sbernard@lelandmanagement.com

Project Name: The Townes at Creekside
Client Since: 2022
Service Area: Townhomes & Common Areas
Services Provided: Landscape Maintenance, Landscape Design & Installation
Client Contact Information: Christina Wuersch, *Senior Portfolio Manager*
407.644.0010 x27206
Christina.Wuersch@fsresidential.com

References

Project Name: Hills of Minneola
Client Since: 2022
Service Area: Common Areas
Services Provided: Landscape Maintenance, Landscape Design & Installation
Client Contact Information: Mark Hills, *Community Association Manager*
407.847.2280
info@myhoasolution.com

Project Name: Reunion East and Reunion West CDDs
Client Since: 2008
Service Area: Common Areas
Services Provided: Landscape Maintenance, Landscape Design & Installation
Client Contact Information: Alan Scheerer, *Field Operations Manager*
407.398.2890
ascheerer@gmscfl.com

Project Name: Ridgeview Residential Owners Association
Client Since: 2023
Service Area: Common Areas
Services Provided: Landscape Maintenance, Landscape Design & Installation
Client Contact Information: Derek Rubino, *Portfolio Manager*
407.202.5861
Derek.Rubino@fsresidential.com

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Yellowstone Landscape - Southeast LLC	
2 Business name/disregarded entity name, if different from above dba Yellowstone Landscape	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3235 N. State Street, PO BOX 849	Requester's name and address (optional)
6 City, state, and ZIP code Bunnell, FL 32110	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	2	9	9	3	5	0	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/27/21
------------------	----------------------------	----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)

3/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER B : ACE Property and Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Safety National Casualty Corporation	15105	INSURER B : ACE Property and Casualty Insurance Company	20699	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1528310 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110															

COVERAGES Main NI COI's **CERTIFICATE NUMBER:** 20448777 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide&Herbicide <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	GL6676218	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	XOOG72569647 003	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LDS4066360	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION See Attachments

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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2023 EXPIRES 9/30/2024 3125-1048927
3125 LAWN CARE \$50.00 30 EMPLOYEES ;

TOTAL TAX \$50.00
PREVIOUSLY PAID \$50.00
TOTAL DUE \$0.00

PORTLAND TIMOTHY - PRESIDENT

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
PORTLAND TIMOTHY
2809 FORSYTH RD
WINTER PARK FL 32792

MOBILE FROM FLAGLER COUNTY
X - OUT OF COUNTY, 00000

PAID: \$50.00 0098-01133025 9/12/2023

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2023 EXPIRES 9/30/2024 3125-1048927
3125 LAWN CARE \$50.00 30 EMPLOYEES ;

TOTAL TAX \$50.00
PREVIOUSLY PAID \$50.00
TOTAL DUE \$0.00



PORTLAND TIMOTHY - PRESIDENT

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
PORTLAND TIMOTHY
2809 FORSYTH RD
WINTER PARK FL 32792

MOBILE FROM FLAGLER COUNTY
X - OUT OF COUNTY, 00000

PAID: \$50.00 0098-01133025 9/12/2023

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

2023

EXPIRES 9/30/2024

3106-1048928

3106 LANDSCAPE

\$50.00

30 EMPLOYEES

TOTAL TAX \$50.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$100.00
TOTAL DUE \$0.00

PORTLAND TIMOTHY - PRESIDENT

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
PORTLAND TIMOTHY - PRESIDENT
2809 FORSYTH RD
WINTER PARK FL 32792

MOBILE FROM FLAGLER COUNTY
X - OUT OF COUNTY, 00000

PAID: \$100.00 0098-01133026 9/12/2023

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Local Business Tax Receipt

Orange County, Florida

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2023

EXPIRES 9/30/2024

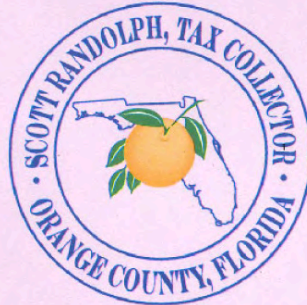
3106-1048928

3106 LANDSCAPE

\$50.00

30 EMPLOYEES

TOTAL TAX \$50.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$100.00
TOTAL DUE \$0.00



PORTLAND TIMOTHY - PRESIDENT

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
PORTLAND TIMOTHY - PRESIDENT
2809 FORSYTH RD
WINTER PARK FL 32792

MOBILE FROM FLAGLER COUNTY
X - OUT OF COUNTY, 00000

PAID: \$100.00 0098-01133026 9/12/2023

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

2023 EXPIRES 9/30/2024 1812-1200565
1812 REG IRRIGATION SPECIA \$30.00 1 EMPLOYEE

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00

SKWYRA PETER T

YELLOWSTONE LANDSCAPE
SOUTHEAST LLC
2809 FORSYTH RD
WINTER PARK FL 32792

8342 CRISTOBAL CIR (MOBILE)
U - ORLANDO, 32825

PAID: \$30.00 0098-01133027 9/12/2023

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

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TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00



SKWYRA PETER T

YELLOWSTONE LANDSCAPE
SOUTHEAST LLC
2809 FORSYTH RD
WINTER PARK FL 32792

8342 CRISTOBAL CIR (MOBILE)
U - ORLANDO, 32825

PAID: \$30.00 0098-01133027 9/12/2023

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

L&O Commercial Applicator

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		
Date	File No.	Expires
January 20, 2023	LF197087	August 7, 2024
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 7, 2024		
DAVID BOLDMAN 3311 BUTTONWOOD AVE DELTONA, FL 32738  WILTON SIMPSON, COMMISSIONER		

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT	
DAVID BOLDMAN LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER LF197087 HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING August 7, 2024	
 WILTON SIMPSON COMMISSIONER	
Signature	

Willet Card
Willet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG 3
TALLAHASSEE, FLORIDA 32399-1650

Arborist Certification



The International Society of Arboriculture

Hereby Announces That

Kyle Jordan Stoudenmire

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan

Caitlyn Pollihan
CEO & Executive Director

5 May 2018

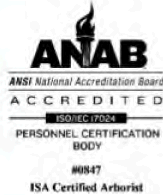
30 June 2024

FL-9365A

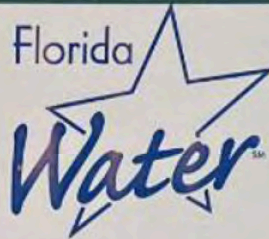
Issue Date

Expiration Date

Certification Number



Florida Water Star AP



This Certifies That

Michael Wilding

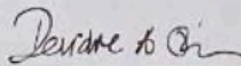
F74195 - Irrigation & Landscape

Is A

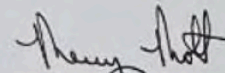
Florida Water StarSM Accredited Professional

and is committed to designing and installing water-efficient irrigation systems for Florida Water StarSM projects.

Expiration Date: 03/31/2026
Certified Since: 3/1/2023



Deirdre Irwin, FWS Coordinator



Merry Mott, FNGLA Certification Director

Best Management Practices Certification



FNGLA Certifications



FNGLA Certifications



The Florida Nursery, Growers & Landscape Association
Confers on

Michael Wilding
C00341

The Title of
FNGLA Certified Landscape Contractor (FCLC)

Expiration Date: 03/31/2026
Certified Since: 1/27/2020

Eric Smith, FNGLA President

Merry Mott, FNGLA Certification Director

Florida Friendly Landscaping



*University of Florida Department of Environmental
Horticulture Center for Landscape Conservation and
Ecology
grants this Certificate of Completion to*

Michael Wilding

who has satisfactorily completed the requirements for:

***Florida-Friendly Landscaping™ -
Recognition Program***



Brian K. Marchman, Ph.D.
Director
Distance & Continuing
Education

Awarded this day: 4/8/2022

**Florida-Friendly Landscaping™ - Recognition
Program**

CAM Course 9629685 - LA 0010980 - Provider Number: PV12233

This program has been approved for 1 hour of Continuing Education Units.

Keep this certificate for your records for three (3) years. Download certificate at
<https://reg.distance.ufl.edu/reg/certificates>

Distance & Continuing Education - 2046 NE Waldo Road Suite 1150 - PO Box 113172,
Gainesville, FL 32609

MOT Certification

CERTIFICATE OF COMPLETION



NICOLE AILES

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

Training Provider:

myTTConline myTTConline
 83 Geneva Dr. Ste. 621394
 Oviedo FL 32762
 Phone: 407-901-0206

Verify this Certificate by visiting www.motadmin.com

05/22/2024
 Issue Date

05/16/2028
 Expiration Date

G H
 Instructor

624121
 Certificate No.



Irrigation Contractor Certification



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



STOUDENMIRE, KYLE
YELLOWSTONE LANDSCAPE
3235 NORTH STATE STREET
BUNNELL FL 32110

LICENSE NUMBER: SCC131152501
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Rainbird Certification



This is to Certify that

Peter Skwyra

Has completed the requirements of the Rain Bird Factory Trained Program and has received the designation of:

Maxicom Operator
Maxicom Riverside, CA
20 CEU Hours



Designation Expiration 5/19/2026 Robert Pfeil, Marketing Group Manager – Services, Rain Bird International, Inc. - Services Division Student ID 1880948

RAIN BIRD

Rainbird Certification



RAIN BIRD
Factory Trained

This is to Certify that

Peter Skwyra

Has completed the requirements of the Rain Bird Factory Trained Program and has received the designation of:

Maxicom Technician

Maxicom Riverside, CA

20 CEU Hours



Designation Expiration 5/19/2026 Robert Pfeil, Marketing Group Manager – Services, Rain Bird International, Inc. - Services Division Student ID 1880948

RAIN BIRD

Lawn & Ornamental Report



Property: _____ Date: ____/____/____

Name - _____ Turf Application Scheduled Application
 Ornamental Application Service Call

Turf Application Information

Ornamental Application Information

Turf Application Information			Ornamental Application Information	
Fertilization	Weed Control	Disease & Insect	Fertilization	Disease & Insect
Liquid: <input type="checkbox"/> Granular: <input type="checkbox"/> 1) Analysis: _____ Application Rate: _____ <i>(lbs. N / 1000 Sq. Ft.)</i> Area(s) Treated: _____ _____ _____ 2) Analysis: _____ Application Rate: _____ <i>(lbs. N / 1000 Sq. Ft.)</i> Area(s) Treated: _____ _____ _____	Liquid: <input type="checkbox"/> Herbicide(s) Used: 1) _____ 2) _____ Area(s) Treated: _____ _____ _____ Granular: <input type="checkbox"/> Herbicide Used: 1) _____ Area(s) Treated: _____ _____ _____	Fungicide / Insecticide Used: 1) _____ Target Pest: _____ _____ _____ Area(s) Treated: _____ _____ _____ 2) _____ Target Pest: _____ _____ _____ Area(s) Treated: _____ _____ _____	Liquid: <input type="checkbox"/> Granular: <input type="checkbox"/> 1) Analysis: _____ Palms: <input type="checkbox"/> Annuals: <input type="checkbox"/> Plants: All <input type="checkbox"/> Selected <input type="checkbox"/> 2) Analysis: _____ Palms: <input type="checkbox"/> Annuals: <input type="checkbox"/> Plants: All <input type="checkbox"/> Selected <input type="checkbox"/>	Fungicide / Insecticide Used: 1) _____ Target Pest: _____ _____ Plants(s) Treated: _____ _____ 2) _____ Target Pest: _____ _____ Plants(s) Treated: _____ _____ 3) _____ Target Pest: _____ _____ Plants(s) Treated: _____ _____ _____

Comments & Observations: _____

 Technician's Signature

 Manager's Signature:



IRRIGATION INSPECTION REPORT

Job Name

Date	Controller
Inspected By	Paul Stamper

Program Information

Run Days	Program A	Program B	Program C	Program D
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
	0000000	0000000	0000000	0000000
Program				
Start				
Times				

System Information		
Backflow	Meter	Pump Status
Meter Reading		
Rain Sensor	Yes	No

ZONE #	HEAD TYPE	Run Time	Run Time	Run Time	Run Time	COMMENTS
1						
2						
3						
4						
5						
6						
7						
8						
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33						
34						
35						

YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE
Mowing & Detail Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning up to 12', Weeding, Trash, & Cleanup Includes general pruning of the Viburnum Hedge. Major cutback is needed to bring the overall maintainable height of 10'. Pricing can be provided per area based on the current height and labor needed to reduce the hedge.	\$91,200
Integrated Pest Management Includes Fertilization, Pest Control, Weed Control, and Fungicide Applications for Trees & Shrubs	\$2,900
Irrigation Inspections Includes Monthly Inspection with Standard Irrigation Reports	\$1,900
Annual Flower Rotations Seasonal Annual Flower Bed Rotations with Soil Amendment	\$33,600
ANNUAL GRAND TOTAL	\$129,600

ANNUAL GRAND TOTAL	\$129,600.00
MONTHLY GRAND TOTAL	\$10,800.00

YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICE	
Bahia Mowing	36
Detailing	12
Weeding	24
Irrigation Inspections	12
IPM - Fertilization & Pest Control - Zoysia	12
IPM - Fertilization & Pest Control - Tree & Shrubs	4
Annual Flowers	4
Pine Straw Installation	Upon Request
Palm Pruning	Upon Request

CLIENT NAME:	Indigo CDD
BILLING ADDRESS:	10881 SW 94th St. Rd. Building 107, Ocala, FL 34481
PROPERTY CONTACT:	Jodi McKnight
PROPERTY CONTACT EMAIL:	jodi_mcknight@otowfl.com
PROPERTY CONTACT PHONE:	352.873.0848
CONTRACT EFFECTIVE DATE:	10/1/24
CONTRACT END DATE:	9/30/27
INITIAL TERM:	3 year
PROPERTY NAME:	Indigo CDD
PROPERTY ADDRESS:	8385 SW 79th Terrace Rd, Ocala, FL 34476
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Michael Wilding
YELLOWSTONE CONTACT EMAIL:	mwilding@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	407.516.9908
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$129,600.00** annually, in equal monthly installments billed in the amount of **\$10,800.00**. upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by: Indigo CDD



 SIGNATURE
Jodi McKnight

Printed Name: Christopher Adornetti, Officer

Date: Not yet accepted

Printed Name: Jodi McKnight

Date: Not yet accepted



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



YELLOWSTONE
LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In addition, it is crucial to review these records regularly to identify any discrepancies or errors. This proactive approach can prevent potential issues from escalating and ensure that the financial statements are accurate and reliable.

Furthermore, the document highlights the benefits of using digital tools for record-keeping. These tools can streamline the process, reduce the risk of data loss, and provide easy access to information whenever needed.

Finally, it is recommended to consult with a professional advisor, such as an accountant or tax specialist, to ensure that all records are properly maintained and that the business remains in full compliance with all applicable laws and regulations.

By following these guidelines, businesses can ensure that their financial records are accurate, complete, and easy to audit. This is essential for the long-term success and stability of the organization.

Thank you for your attention to this important matter. We hope these guidelines will be helpful in your record-keeping efforts.

Request for Proposal

**Landscape Maintenance
Parkway Maintenance & Management Marion, LLC
Ocala, Florida**

August 21, 2024

SPECIFICATIONS FOR LANDSCAPE MAINTENANCE

GENERAL INFORMATION

Parkway Maintenance & Management Marion, LLC (PMMM) is soliciting proposals for **Indigo CDD**, located within On Top of the World Communities, Ocala, Florida 34481. The purpose of this request for proposal (RFP) is to solicit information from vendors to supply contractual common area landscape maintenance located within an active adult community. You are invited to submit a proposal to provide these services. Your proposal may be presented in the written format of your choice, unless otherwise noted herein.

To be given consideration, please be certain to address the following items in your proposal:

1. Certify in writing that your company accepts the details of the specifications included in "Exhibit A" of this proposal for common area landscape maintenance and will conform to the performance standards by which the contract award will be conducted. (PMMM reserves the right to include a performance standard clause in the contract to ascertain adherence to the terms of the Specifications.)
2. The proposer must have a minimum of five (5) years of proven experience in landscape maintenance in Florida, and include the following information in the proposal for at least three (3) previous or existing landscape maintenance contracts;
 - i. Name and contact information for the contract administrator
 - ii. Name and address of the facility in which the contract covered
 - iii. Dates in which the contract was in force
3. Submit a plan for landscape maintenance including any proposed benefit to PMMM, any proposed investments to landscapes by the proposer, and/or any expectations, financial or otherwise, from PMMM to the proposer. The plan should also address staffing, customer service, environmental sustainability and list of equipment to be utilized.
4. Identify any operational areas you intend to use subcontractors and the services and roles that each subcontractor would assume.
5. Contractor shall provide proof of valid licenses and permits necessary to operate the business and provide copies of licenses and permits to PMMM within the proposal.

PERFORMANCE STANDARDS

1. Contractor shall provide all labor, materials, services, tools and equipment necessary to fulfill the contract. Contractor shall supply only trained and experienced personnel to perform the work.
2. Contractor will supply a full-time, experienced Landscape Manager assigned strictly to said property that will be on-call 24 hours per day.
3. Contractor shall review all property to be serviced with bid coordinator assigned by PMMM prior to beginning the job.

4. Contractor shall provide proof of insurance covering liability, property damage, workers compensation, and auto insurance as outlined in specifications.
5. Contractor shall be solely responsible for supervising its employees and that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, SDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200.
6. Contractor shall be responsible to see that all material, debris, and waste is disposed of in accordance with all federal, state, county and environmental regulations with proof of disposal available to PMMM.
7. Contractor shall be responsible for following all guidelines stated within the *University of Florida IFAS Green Industry Best Management Practices* handbook. Contractor shall have a minimum of one (1) staff member assigned to this property that is certified in the *University of Florida IFAS Green Industry Best Management Practices*.
8. Contractor shall be responsible to see that all fuel, fertilizer and pesticides are stored, handled and applied in accordance to all federal, state, county and environmental regulations and in accordance to PMMM specifications.
9. Contractor agrees not to assign or sub-contract any portion of the job without written approval from PMMM.
10. Contractor and its employees will respect and safeguard property of all residents.
11. Contractor and employees will treat residents with professionalism, courtesy and respect at all times and will not seek for themselves any gifts, favors, payments or special consideration(s).

INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERS

The bidder shall quote its most favorable terms, as the contract may be awarded without discussion of the proposals received.

Bids should include an ENDORSEMENT OF PERFORMANCE AGREEMENT that work will conform to stated standards, OSHA requirements and agree to uniform compliance with all these performance requirements provided by PMMM.

A contract(s) awarded as a result of this RFP will commence on October 1, 2024 and terminate on October 31, 2027.

Further details regarding this RFP shall be directed to Andrew J. Jorgensen, CGCS, Parkway Maintenance & Management Marion, LLC at andy_jorgensen@otowfl.com or 352-237-9564. Visiting property for review of site conditions and scope of work will be scheduled by appointment only.

Proposals must be submitted to:

ATTN: Jodi McKnight
Parkway Maintenance & Management Marion, LLC
Building 107
10881 SW 94th Street Road
Ocala, FL 34481

Or via email to:

jodi_mcknight@colenbuilt.net

Proposals are due by close of business on **9/6/2024**. Proposal should include rate sheet breaking down bid by monthly, annual and total contract terms and must reflect any intended price increases during contract period.

PMMM reserves the right, within its sole, absolute and unfettered discretion to reject any and all bids or responses to the RFP. This includes but is not limited to, those received after the deadline set forth above, or those that are believed to not be in the best interest of PMMM whether the bidder is unqualified, of doubtful financial ability, or lowest bidder.

PMMM may award the contract to that business or entity without explanation or notice. Therefore, all respondents should quote their most favorable terms.

This RFP does not represent a commitment by PMMM to do business with any respondent. Nothing set forth in this RFP is binding on PMMM. All terms and conditions related to the Services contemplated by this RFP shall be set forth in the Contract to be executed by PMMM and the selected Respondent. PMMM may, in its sole, absolute and unfettered discretion, elect not to award a Contract pursuant to this RFP or to award to more than one vendor.

“Exhibit A” to the Request for Proposal for Landscape Maintenance

Technical Contract Specifications

I. Scope of Work

A. Landscape Maintenance

Mowing:

Lawns shall be mowed weekly during the active growing season and as needed during the non-growing season as referenced in Exhibit A. Alterations of the mowing schedule due to site conditions such as dry or saturated turf will dictate the mowing operations, and must be approved by a PMMM authorized representative. Turf will be cut with rotary mowers in order to maintain a uniform height of cut. Height of cut shall be within the recommended range dictated in the *UF/IFAS Green Industries Best Management Practices* handbook as shown in the graphic below. Contractor shall leave clippings in the lawn as long as no visible clumps or excessive debris remain.

Turfgrass Species	Optimal Mowing Height (inches)	Mowing Frequency (days)
Bahiagrass	3.0-4.0	7-14
Bermudagrass	0.75-1.5	5-7
Centipedegrass	1.5-2.5	7-14
Seashore Paspalum	1.0-2.0	5-10
St. Augustinegrass, "Dwarfs" *	3.5-4.0 2.0-2.5	5-7 5-7
Zoysiagrass	1.5-2.5	5-7

Trimming:

All fixed objects shall be trimmed in order to maintain a neat appearance. Turf shall be string trimmed to match the height as determined by the mowers. Turf adjacent to all bodies of water shall be mowed or string trimmed to the water's edge during each mowing operation.

Edging:

All hardscape objects shall be edged on a routine basis as referenced in Exhibit A. All landscape beds shall be edged on a routine basis as referenced in Exhibit A. All debris generated from each of these processes shall be removed on the same day the process is completed.

Blowing:

As part of each maintenance cycle, all debris generated from our work, shall be removed from sidewalks, roadways, paved areas, monuments, and markers on days of service. Additional blowing to maintain sidewalks, driveways and patios free of debris shall be performed as needed

on a bi-weekly schedule when mowing is reduced to one (1) event per month in the slow growing season.

Weed Control:

Contractor shall keep beds free of broadleaf or grassy weeds using an approved selective or non-selective herbicide labeled for the area being treated.

Groundcovers:

Groundcover shall be edged in order to keep it within the bounds of its intended area.

Pruning:

Shrubs shall be pruned only as necessary to create a natural appearance, to maintain the desired shape, and to remove damage or diseased wood. Frequency of trimming shall be every six (6) weeks up to nine (9) times per year. Larger hedge rows (i.e. *Viburnum Odoratissimum*) that are not part of a residential landscape and intended to act as a buffer hedge between adjacent common areas, shall be completely trimmed (sides included) once annually to a height no taller than twelve (12) feet. Additional plant varieties may also fall in this category where specific tree type shrubs are installed in parking lot islands.

Trees:

Height limitation for tree pruning included within the scope of this agreement is fifteen (15) feet. The lower branches on trees up to fifteen (15) feet shall only be raised to provide clearance for pedestrians, vehicles, buildings, shrubs, or to improve visibility. Tree pruning in excess of fifteen (15) feet in height will only be performed with prior written approval from PMMM. This pruning does not cover any type of interior pruning on the canopies such as thinning, deadwood, or crown reduction. Pruning shall be performed on an as needed basis.

Tree stakes and ties are to be inspected monthly for correct installation and placement. When trees are stable enough and have developed caliper to stand alone, stakes and ties shall be removed by Contractor. Trees staked (without ties) for protection from damage may remain staked an additional period of time.

A 5' (five foot) radius circle around the base of trees shall be free of weeds and turf and shall be maintained by the use of a legally approved herbicide. Stakes or guy wires shall be treated in the same manner as the base of trees described above.

Trees located in natural tree preserve area shall be left in a natural state unless dead wood is present. Contractor shall remove any fallen dead wood and report dead or dying trees to a PMMM representative immediately.

Perennial/Annual Color Beds

Perennial/Annual color beds shall be maintained to show a colorful appearance at all times. Beds are to be kept free of weeds and spent flowers.

Annual color beds shall be replaced a minimum of four (4) times annually to ensure vibrant color and growth with plant material suitable for the season. Soil amendments shall be added at the time of replacement. Soil amendments such as organic peat or an approved planting mixture shall be

tilled in at the time of installation. Perennial/Annual color beds shall be fertilized when soil amendments are added. Osmocote or a similar product may be used. Beds may need to have additional liquid applications of fertilizer added to them if plant material warrants.

Mulch

Mulch is excluded from this contract. Contractor shall maintain all mulch installed to ensure no loss, other than natural degradation, occurs.

Debris and Storm Cleanup:

Excess debris in the landscape area shall be removed on the days of service. All debris, generated from our work, shall be removed from sidewalks, roadways and paved areas on the days of service. This excludes heavy leaf fall pickup. Contractor is not responsible or removal of excessive storm debris or fallen tree litter greater than 4" in diameter.

B. Horticulture Management

Fertilizer and Pesticide Application Records

All fertilizer and pesticide applications records shall be reported to PMMM at the time of monthly invoicing. Records shall show product and rate applied, date of application, applicator name and location of application.

Pesticide Application Notice

Proper signage, as required by Florida Statute 5E-14.147, shall be located in a conspicuous place at each application area for all pesticide applications and shall be removed by Contractor after a 24-hour post application period.

Fertilization:

Turf and ornamentals shall be fertilized with approved commercial grade fertilizer. The number of applications will be based on plant types and requirements as dictated in Exhibit A.

All granular fertilizer shall be comprised of a minimum of 70% slow-release fertilizer consisting of polymer coating, sulfur coating, or polymer-sulfur coated Nitrogen. As dictated in Exhibit A, three (3) month blends are those that supply a minimum of 1 pound of Nitrogen per one thousand square feet for the duration of the blend, four (4) month blends are those that supply a minimum of 1 pound of Nitrogen per one thousand square feet for the duration of the blend, and six (6) month blends are those that supply a minimum of .5 pounds of Nitrogen, .25 pounds of Phosphorus and .5 pounds of Potassium per one thousand square feet for the duration of the blend. All applications shall include .5 pounds of Potassium per one thousand square feet regardless of plant type. All blends for turfgrass shall not contain Phosphorus unless dictated by an accredited soil lab test.

All liquid fertilizer applications shall contain a full micro nutrient package containing Fe, Mg, Mn and S. Additional Nitrogen, Phosphorus and Potassium may be included in liquid fertilizer applications. No liquid fertilizer application shall supply no more than .10 pounds of Nitrogen per one thousand square feet.

All fertilizer applications shall be made to not damage or stain adjacent hard surfaces, including homeowner installed items. Contractor shall be held responsible for any damages thereof resulting from any application causing damage to said surfaces.

Turf Weed Control:

Broadleaf and sedge type weeds shall be covered under these specifications. Turf areas shall be treated as warranted with approved pre and post emergent weed control products following all State and Federal regulations and approved for the application site. Contractor shall respond to work orders for weed control in turf and landscape beds within a two (2) week window throughout the year.

Insect Control:

Contractor shall provide control for insects damaging turf and ornamentals by using approved products following all State and Federal regulations and approved for the application site as needed throughout the year. Insect control includes spot treating for fire ant mounds and infestations. Contractor shall respond to work orders for insect control in turf and landscape beds within a two (2) week window throughout the year.

Disease Control:

These specifications do not include preventative measures for fungus and disease. The contractor shall provide treatments to stop or slow the progression of diseases when necessary throughout the year, regardless of plant type

C. Irrigation Management

Scheduling:

Where applicable, Contractor shall schedule the irrigation in quantities and frequencies consistent with seasonal requirements. Contractor shall schedule the system to operate at night so as to not interfere with daytime use of property and to promote water conservation. Daytime watering to relieve plant stress or to incorporate fertilizer or pesticide applications, where required by the label, federal or state law, is acceptable. Contractor shall schedule the operation to adhere to local watering restrictions when applicable.

Irrigation Inspection:

Contractor shall perform the following services as part of the monthly irrigation inspection:

- Activate each irrigation zone of the system.
- Visually check for any damages or necessary repairs.
- Straighten or adjust irrigation heads and nozzles as necessary.
- Adjust the irrigation controller for specific watering requirements according to the season and site conditions.
- Provide a written report of the findings.

Damage to the irrigation system:

Contractor shall repair, at no cost, any damage caused by maintenance operations. Contractor shall be held responsible to make any necessary repairs to the control, piping and distribution systems, with prior PMMM approval, for damages within their area of responsibility resulting from faulty equipment, lightning, construction work, vandalism, pre-existing conditions, freezes, or acts of God, but shall not be held liable for expenses associated with repairing said damage.

D. Drainage Maintenance

Ponds, Intake and Outflow Structures Maintenance

Mowing and edging shall be performed as to keep structures clear of grass, weeds and debris. Inspections shall be done weekly, or more frequent during periods of expected heavy rainfall, to assure grates, pipes and splash pads are clear of debris. Where applicable, aquatic weed and algae management will be performed by third-party contractors paid for by PMMM.

Retention Pond Maintenance

Contractor shall be responsible for maintaining all retention pond slopes and bottoms in accordance with the Southwest Florida Water Management District guidelines presented in the District's publication "How to Operate & Maintain Your Stormwater Management System". This includes ensuring that all washouts and any depression smaller than three foot by three foot by three foot (3' x 3' x 3') are repaired in an expedited manner. Depressions larger than 3' x 3' x 3' shall be reported to a PMMM representative within 24 hours of discovery.

E. Damages

Contractor shall be held liable for any damage, at the Contractor's sole expense, while performing maintenance duties under their scope of work. Damages include loss of turf, trees or shrubs from improper irrigation management, improper pruning, improper pest control, and improper equipment operation. Contractor shall be held responsible to make any necessary repairs, with prior PMMM approval, for damages within their area of responsibility resulting from faulty equipment, lightning, construction work, vandalism, pre-existing conditions, freezes, or acts of God, but shall not be held liable for expenses associated with repairing said damage.

F. Community Mindedness

Policing shall be performed on a daily basis for the removal of all trash litter (i.e.: paper, cans, bottles, etc.) to all areas of the property including areas outside of the Contractors scope of work. Additionally, litter control will also be performed throughout the entire community while travelling between property locations.

Contractor shall also report to PMMM any issues observed outside of the Contractors scope of work while performing duties throughout the community. These may include dead trees, improper use of facilities, safety hazards, fallen street signs, equipment or facility issues.

G. Items not included in this agreement

Acts of God Damage

Damage to the property as a result of Acts of God may include, but are not necessarily limited to: removing blown-over trees, broken limbs, and stumps; removing silt or debris deposited by floods; damage from freezing, hurricanes, or other unusual occurrences will be handled on an individual basis as a pre-approved extra cost. Contractor shall make emergency repairs to prevent further damage, when necessary, without the additional work being pre-approved by PMMM representative.

Specialized equipment, Arborist, and additional labor requested by PMMM will require a pre-approved extra cost.

Tree, Shrub, and Flower Replacement

The loss of trees, shrubs, or flowers not caused by the Contractor may be replaced as an extra charge. It shall be the responsibility of the Contractor to bring such needs to the attention of PMMM.

Arborist Work

Major tree pruning or other Arborist related work shall be an extra cost item requiring prior approval by PMMM. It shall be the responsibility of Contractor to provide estimates for needed work to the attention of PMMM.

Capital Improvements

Work performed over and above the normal maintenance provided in the Agreement, such as excessive earth moving, reconstruction of the property, construction or reconstruction, installation of concrete or asphalt cart paths, driveways and sidewalks, brush clearing, and installation of French drains, including materials for the aforementioned work, shall be an extra cost item requiring prior approval by PMMM. PMMM reserves the right to assign any additional work above and beyond the scope of work within this contract to additional contractor(s).

Fuel Storage

Contractor shall be responsible for providing adequate gasoline and diesel fuel storage facilities if located on the premises and used during the execution of this contract. Gasoline and diesel fuel storage facilities shall conform with all Florida Department of Environmental Protection regulations for such facilities and insured as such.

H. Specific Areas of Maintenance

Contractor shall be responsible for all areas as outlined in yellow on Exhibit C including all fences, roadways and roadway curbs within work boundaries. Specific boundaries shall be discussed during the initial review of properties to be serviced by Contractor.

I. Contractual Requirements

Contract Period

The contract period shall be for three (3) years from date contractor starts work on property as outlined in contract. Subsequent yearly extensions shall be proposed by Contractor and shall be approved by PMMM.

Either party may terminate this agreement with or without cause at any time by providing the other party with thirty (30) days prior written notice of termination.

Invoice

On a monthly basis, the PMMM accounting department shall be provided an invoice showing monthly fee and any additional prior approved extras costs with back-up documentation of description of work, materials and charges applied. All pesticide and fertilizer application records

must be submitted simultaneously with invoicing for work performed each monthly contract period in order to qualify for payment.

Such invoice must be submitted within sixty (60) calendar days of completion of the work. In the event that the final invoice is not submitted within the sixty (60) calendar days of completion of the work, PMMM shall have the right to demand, in writing, that the Contractor submit the invoice within five (5) business days from the date such written demand is made. If the Contractor does not comply with such five (5) business day demand, then Contractor shall be in breach of this agreement. Any submitted invoice after this initial sixty-five (65) day submission period shall be null and void and Contractor shall not be entitled to said payment.

PMMM accounting department contact information will be provided in final contract.

Contractor Representative

Contractor shall provide an authorized representative to be “on-call” 24 hours per day. A list of authorized representatives along with contact information shall be provided in writing to PMMM prior to the start of this agreement. In the event of an extended absence (more than 7 days) of the Contractor Representative, contractor will provide sufficient experienced personnel to maintain the integrity of the contract at the cost of the Contractor. Contractor Representative shall meet bi-weekly with PMMM representatives to discuss current issues, work schedules, outstanding work orders and upcoming work.

Contractor Employees and Sub-contractors

All individuals doing business with and for PMMM or On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities will work with integrity. The Contractor’s employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with your company. PMMM expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans or any other information that might be contrary to the interest of PMMM, On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities, without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of PMMM, On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities expectations will subject the vendor(s), contractor(s) and/or other business enterprises(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact Andrew J. Jorgensen, Director of Community Operations, Parkway Maintenance & Management Marion, LLC.

All Contractor employees and representatives shall be dressed appropriately and professionally and be provided uniforms stating Contractor company name clearly on the front or back of said uniform.

Inspections

A PMMM representative may make periodic, unannounced inspections at any time. The intent of the inspections is to verify contract obligations are being met. Failure to meet contract obligations will be documented in writing and sent to Contractor representative with a thirty (30) day period for improvement. Failure to meet contract obligations will result in contract loss.

Owner's Right to do Work

If the Contractor fails to expediently meet the specifications within the contract, PMMM may, forty-eight (48) hours after submitting written notice to the Contractor, without prejudice to any other remedy he may have, correct any deficiencies or phases of work in which the Contractor neglected. PMMM shall deduct the cost of any such work done from the payment to the Contractor.

In addition, PMMM reserves the right to complete any work not included in the maintenance contract without additional fees due to Contractor.

Pesticide Application Notice

Proper signage, as required by Florida Statute 5E-14.147, shall be located in a conspicuous place at each application area for all pesticide applications and shall be removed by Contractor after a 24-hour post application period.

Completion of Work Orders

PMMM utilizes a work order system to identify areas of additional work needed. All work orders are issued to the Contractor 24-hours after receipt and shall be completed and closed out within ten (10) business days. PMMM understands that unforeseen circumstances may limit Contractor from fully completing all work orders within said ten (10) business day period and requests frequent and open communication from Contractor as to status for completion. Failure to complete work dictated by said work order within a forty-five (45) day period shall allow PMMM to complete work, with any expenses related to such, deducted from any future payment to Contractor.

Bidder Contact Information

The bidder should indicate the appropriate contact information (street address, phone, fax, e-mail address, and contact name) for contractor representative responsible for said bid.

J. Insurance Requirements

A brief outline of coverage that should be in force follows. Contractor awarded contract must provide a current Certificate of Insurance that reflects the following:

1. Workers' Compensation and Employee Liability - This policy must provide statutory Workers' Compensation coverage in this state. Coverage extension shall include:
 - a. \$1,000,000 for each accident - Employers' Liability Coverage
 - b. \$1,000,000 for each employee and aggregate - Disease
2. Comprehensive General Liability Insurance – Minimum Limits of:
 - a. \$2,000,000 Each Occurrence

- b. \$2,000,000 General Aggregate
- c. \$1,000,000 Personal Injury

General Liability, Automobile Liability and Umbrella Liability insurance policies shall name On Top of the World Communities, LLC. and its affiliated entities (OTOW) as Additional Insureds. The general liability, workers compensation, and employer's liability policies shall contain a waiver of subrogation in favor of OTOW. All policies shall contain a 30-day notice of cancellation for any reason, except 10 days for non-payment of premium.

The Certificate of Insurance shall contain the following language in the Comments Section:

"On Top of the World Communities, LLC, and its affiliated entities (OTOW), their officers, directors, and employees are named as Additional Insureds on the general liability and auto liability policies for liability arising from the provision of products or services to OTOW by the Name Insured. The general liability policy contains Additional Insured Endorsement GC 20101185 or its equivalent. The general liability, workers compensation/employer's liability policies contain a waiver of subrogation in favor of OTOW, OTOW shall be notified 30 days prior to cancellation or non-renewal of any policy listed, except 10 days for non-payment of premium."

Comprehensive Automobile Liability – Minimum Limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. The policy shall include covered auto Symbol "I" – Any Auto.

K. Safety Requirements

The Contractor agrees that it shall be solely responsible for supervising its employees and that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, MSDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200. In conjunction, the Contractor is subject to fines issued by the On Top of the World Safety Director or representative for non-compliance with any of the fore mentioned requirements. At Contractor's sole cost and expense, shall provide safe and sufficient facilities at all times for inspection of the work by Safety Officer or representative. Contractor shall take all safety measures required by PMMM and the State of Florida safety rules and shall comply with the Federal Occupational Safety and Health Act and any rule made pursuant to it, and all other applicable federal, state and local laws, rules and regulations. Contractor shall ensure that all employees wear fluorescent shirts or vests at all times and use traffic notification devices including signage, traffic cones, and vehicular strobe lighting while working along all major roadways within or outside of the community, when applicable within this contract.

L. Additional Services Offered

The bidder is requested to provide information regarding any additional services/support that would be offered to PMMM as a separate document to this request for proposal.

M. Pricing

Bidder will supply pricing in the form of monthly cost, annual cost and total contract cost and any price increases intended during the life of the contract.

Bidder will also state in proposal the amount of fuel surcharge and threshold level per gallon for surcharge to be enacted for both gasoline and diesel fuel.

Exhibit A

		January	February	March	April	May	June	July	August	September	October	November	December	Annual
Zoysia/St. Augustine	Mowing	1	1	2	3	4	4	5	4	5	3	2	2	36
	Hardscape Edging	1	1	2	3	4	4	5	4	5	3	2	2	36
	Landscape Bed Edging	0	1	1	2	2	2	2	2	2	2	1	1	18
Bahia	Mowing	1	1	2	3	4	4	5	4	5	2	2	1	34
	Hardscape Edging	1	1	2	3	4	4	5	4	5	3	2	2	36
	Landscape Bed Edging	0	1	1	2	2	2	2	2	2	2	1	1	18
Landscape Beds	Pruning	0	1	0	1	1	1	1	1	1	1	0	1	9
	Bed Weed Control	1	1	2	2	2	2	2	2	2	2	1	1	20
	Cutbacks	1	0	0	0	0	0	0	0	0	0	0	0	1
Tree Care	Ornamental Pruning (as needed)													0
	Shade Tree Elevations (as needed)													0

Shrubs and Trees

Hort Service	Product	Freq.	January	February	March	April	May	June	July	August	September	October	November	December
Granular Fert.	6 month blend w/minors	1												
Liquid Fert.	Focal plants with insect/Fungicide	4												
Pest Control	Preventative Treatment	1												
Pest Control	IPM Treatments	as needed												
Disease Control	Fungicide w/minors	as needed												

Zoysia Grass

Hort Service	Product	Freq.	January	February	March	April	May	June	July	August	September	October	November	December
Granular Turf Fert.	3 month blend with pre-emergent	2												
Granular Turf Fert.	4 month blend	1												
Liquid Turf Fert.	Minor nutrients with insect control	as needed												
Winter Weeds	Herbicide	4												
Summer Weeds	Herbicide	6												
Disease Control	Fungicide	as needed												

Bahia Grass

Hort Service	Product	Freq.	January	February	March	April	May	June	July	August	September	October	November	December
Granular Turf Fert.(Lawns)	3 month blend	1												
Insect Control	Insect control	as needed												
Winter Weeds	Herbicide	4												
Summer Weeds	Herbicide	as needed												

Exhibit B: YEAR 2 PRICING

Project Location: Indigo CDD
Final bids due: April 19, 2024
Start date: October 1, 2024

Specifications: see map attached

	<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Zoysia Turf: 546 sq. yds		\$2,109.99
Bahia Turf: 79,744 sq. yds		\$61,559.11
Bed Area: 18,662 sq. yds		\$56,640.85

	<u>Cost per zone</u>	<u>Cost per year</u>
Irrigation Maintenance 26 zones controller 1 Battery Operated		\$7,861.43

	<u>Cost per Plant</u>	<u>Cost per Year</u>
Annual Installation 4,000 (4x's/yr)		\$26,045.85

Indigo East Retention Ponds

	<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Tract B-2: 6.26 acres		\$8,566.07
Tract J: 6.18 acres		
Tract H: 2.79 acres		

Total Monthly Cost:	\$13,566.28
Total Yearly Cost:	\$162,783.30

Please provide a one-time trim price for Viburnum hedge trimming, should the CDD request an additional trim.

\$9,455.95

Exhibit C





BUSINESS ETHICS EXPECTATIONS

The purpose of this document is to affirm On Top of the World Communities, LLC and its Related Entities (herein after referred to as the “Company”) standard of ethical conduct in regards to outside vendors, contractors, other business enterprises.

All individuals doing business with and for the Company will work with integrity. The Company’s employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment, or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with the Company. The Company expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans, or any other information that might be contrary to the interest of the Company without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of the Company’s Expectations will subject the vendor(s), contractor(s), and/or other business enterprise(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact the General Manager’s office.

BUSINESS ETHICS EXPECTATIONS ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have received a copy of On Top of the World Communities, LLC and its Related Entities Business Ethics Expectations (the “Company”). I have read it thoroughly. I understand that as a vendor, subcontractor, or business enterprise that seeks to conduct business with the Company, I and my business associates must maintain the highest ethical standards in our relationship with the Company and its employees.

In particular, I understand the Expectations as pertains to gifts, favors, entertainment, payments, and potential conflicts of interest developing from a relationship with employees or others.

I agree to abide by the terms and conditions set forth in the On Top of the World Communities, LLC and its Related Entities Business Ethics Expectation document.

Request for Proposal

**Landscape Maintenance
Parkway Maintenance & Management Marion, LLC
Ocala, Florida**

August 21, 2024

SPECIFICATIONS FOR LANDSCAPE MAINTENANCE

GENERAL INFORMATION

Parkway Maintenance & Management Marion, LLC (PMMM) is soliciting proposals for **Indigo CDD**, located within On Top of the World Communities, Ocala, Florida 34481. The purpose of this request for proposal (RFP) is to solicit information from vendors to supply contractual common area landscape maintenance located within an active adult community. You are invited to submit a proposal to provide these services. Your proposal may be presented in the written format of your choice, unless otherwise noted herein.

To be given consideration, please be certain to address the following items in your proposal:

1. Certify in writing that your company accepts the details of the specifications included in "Exhibit A" of this proposal for common area landscape maintenance and will conform to the performance standards by which the contract award will be conducted. (PMMM reserves the right to include a performance standard clause in the contract to ascertain adherence to the terms of the Specifications.)
2. The proposer must have a minimum of five (5) years of proven experience in landscape maintenance in Florida, and include the following information in the proposal for at least three (3) previous or existing landscape maintenance contracts;
 - i. Name and contact information for the contract administrator
 - ii. Name and address of the facility in which the contract covered
 - iii. Dates in which the contract was in force
3. Submit a plan for landscape maintenance including any proposed benefit to PMMM, any proposed investments to landscapes by the proposer, and/or any expectations, financial or otherwise, from PMMM to the proposer. The plan should also address staffing, customer service, environmental sustainability and list of equipment to be utilized.
4. Identify any operational areas you intend to use subcontractors and the services and roles that each subcontractor would assume.
5. Contractor shall provide proof of valid licenses and permits necessary to operate the business and provide copies of licenses and permits to PMMM within the proposal.

PERFORMANCE STANDARDS

1. Contractor shall provide all labor, materials, services, tools and equipment necessary to fulfill the contract. Contractor shall supply only trained and experienced personnel to perform the work.
2. Contractor will supply a full-time, experienced Landscape Manager assigned strictly to said property that will be on-call 24 hours per day.
3. Contractor shall review all property to be serviced with bid coordinator assigned by PMMM prior to beginning the job.

4. Contractor shall provide proof of insurance covering liability, property damage, workers compensation, and auto insurance as outlined in specifications.
5. Contractor shall be solely responsible for supervising its employees and that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, SDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200.
6. Contractor shall be responsible to see that all material, debris, and waste is disposed of in accordance with all federal, state, county and environmental regulations with proof of disposal available to PMMM.
7. Contractor shall be responsible for following all guidelines stated within the *University of Florida IFAS Green Industry Best Management Practices* handbook. Contractor shall have a minimum of one (1) staff member assigned to this property that is certified in the *University of Florida IFAS Green Industry Best Management Practices*.
8. Contractor shall be responsible to see that all fuel, fertilizer and pesticides are stored, handled and applied in accordance to all federal, state, county and environmental regulations and in accordance to PMMM specifications.
9. Contractor agrees not to assign or sub-contract any portion of the job without written approval from PMMM.
10. Contractor and its employees will respect and safeguard property of all residents.
11. Contractor and employees will treat residents with professionalism, courtesy and respect at all times and will not seek for themselves any gifts, favors, payments or special consideration(s).

INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERS

The bidder shall quote its most favorable terms, as the contract may be awarded without discussion of the proposals received.

Bids should include an ENDORSEMENT OF PERFORMANCE AGREEMENT that work will conform to stated standards, OSHA requirements and agree to uniform compliance with all these performance requirements provided by PMMM.

A contract(s) awarded as a result of this RFP will commence on October 1, 2024 and terminate on October 31, 2027.

Further details regarding this RFP shall be directed to Andrew J. Jorgensen, CGCS, Parkway Maintenance & Management Marion, LLC at andy_jorgensen@otowfl.com or 352-237-9564. Visiting property for review of site conditions and scope of work will be scheduled by appointment only.

Proposals must be submitted to:

ATTN: Jodi McKnight
Parkway Maintenance & Management Marion, LLC
Building 107
10881 SW 94th Street Road
Ocala, FL 34481

Or via email to:

jodi_mcknight@colenbuilt.net

Proposals are due by close of business on **9/6/2024**. Proposal should include rate sheet breaking down bid by monthly, annual and total contract terms and must reflect any intended price increases during contract period.

PMMM reserves the right, within its sole, absolute and unfettered discretion to reject any and all bids or responses to the RFP. This includes but is not limited to, those received after the deadline set forth above, or those that are believed to not be in the best interest of PMMM whether the bidder is unqualified, of doubtful financial ability, or lowest bidder.

PMMM may award the contract to that business or entity without explanation or notice. Therefore, all respondents should quote their most favorable terms.

This RFP does not represent a commitment by PMMM to do business with any respondent. Nothing set forth in this RFP is binding on PMMM. All terms and conditions related to the Services contemplated by this RFP shall be set forth in the Contract to be executed by PMMM and the selected Respondent. PMMM may, in its sole, absolute and unfettered discretion, elect not to award a Contract pursuant to this RFP or to award to more than one vendor.

“Exhibit A” to the Request for Proposal for Landscape Maintenance

Technical Contract Specifications

I. Scope of Work

A. Landscape Maintenance

Mowing:

Lawns shall be mowed weekly during the active growing season and as needed during the non-growing season as referenced in Exhibit A. Alterations of the mowing schedule due to site conditions such as dry or saturated turf will dictate the mowing operations, and must be approved by a PMMM authorized representative. Turf will be cut with rotary mowers in order to maintain a uniform height of cut. Height of cut shall be within the recommended range dictated in the *UF/IFAS Green Industries Best Management Practices* handbook as shown in the graphic below. Contractor shall leave clippings in the lawn as long as no visible clumps or excessive debris remain.

Turfgrass Species	Optimal Mowing Height (inches)	Mowing Frequency (days)
Bahiagrass	3.0-4.0	7-14
Bermudagrass	0.75-1.5	5-7
Centipedegrass	1.5-2.5	7-14
Seashore Paspalum	1.0-2.0	5-10
St. Augustinegrass, "Dwarfs" *	3.5-4.0 2.0-2.5	5-7 5-7
Zoysiagrass	1.5-2.5	5-7

Trimming:

All fixed objects shall be trimmed in order to maintain a neat appearance. Turf shall be string trimmed to match the height as determined by the mowers. Turf adjacent to all bodies of water shall be mowed or string trimmed to the water's edge during each mowing operation.

Edging:

All hardscape objects shall be edged on a routine basis as referenced in Exhibit A. All landscape beds shall be edged on a routine basis as referenced in Exhibit A. All debris generated from each of these processes shall be removed on the same day the process is completed.

Blowing:

As part of each maintenance cycle, all debris generated from our work, shall be removed from sidewalks, roadways, paved areas, monuments, and markers on days of service. Additional blowing to maintain sidewalks, driveways and patios free of debris shall be performed as needed

on a bi-weekly schedule when mowing is reduced to one (1) event per month in the slow growing season.

Weed Control:

Contractor shall keep beds free of broadleaf or grassy weeds using an approved selective or non-selective herbicide labeled for the area being treated.

Groundcovers:

Groundcover shall be edged in order to keep it within the bounds of its intended area.

Pruning:

Shrubs shall be pruned only as necessary to create a natural appearance, to maintain the desired shape, and to remove damage or diseased wood. Frequency of trimming shall be every six (6) weeks up to nine (9) times per year. Larger hedge rows (i.e. *Viburnum Odoratissimum*) that are not part of a residential landscape and intended to act as a buffer hedge between adjacent common areas, shall be completely trimmed (sides included) once annually to a height no taller than twelve (12) feet. Additional plant varieties may also fall in this category where specific tree type shrubs are installed in parking lot islands.

Trees:

Height limitation for tree pruning included within the scope of this agreement is fifteen (15) feet. The lower branches on trees up to fifteen (15) feet shall only be raised to provide clearance for pedestrians, vehicles, buildings, shrubs, or to improve visibility. Tree pruning in excess of fifteen (15) feet in height will only be performed with prior written approval from PMMM. This pruning does not cover any type of interior pruning on the canopies such as thinning, deadwood, or crown reduction. Pruning shall be performed on an as needed basis.

Tree stakes and ties are to be inspected monthly for correct installation and placement. When trees are stable enough and have developed caliper to stand alone, stakes and ties shall be removed by Contractor. Trees staked (without ties) for protection from damage may remain staked an additional period of time.

A 5' (five foot) radius circle around the base of trees shall be free of weeds and turf and shall be maintained by the use of a legally approved herbicide. Stakes or guy wires shall be treated in the same manner as the base of trees described above.

Trees located in natural tree preserve area shall be left in a natural state unless dead wood is present. Contractor shall remove any fallen dead wood and report dead or dying trees to a PMMM representative immediately.

Perennial/Annual Color Beds

Perennial/Annual color beds shall be maintained to show a colorful appearance at all times. Beds are to be kept free of weeds and spent flowers.

Annual color beds shall be replaced a minimum of four (4) times annually to ensure vibrant color and growth with plant material suitable for the season. Soil amendments shall be added at the time of replacement. Soil amendments such as organic peat or an approved planting mixture shall be

tilled in at the time of installation. Perennial/Annual color beds shall be fertilized when soil amendments are added. Osmocote or a similar product may be used. Beds may need to have additional liquid applications of fertilizer added to them if plant material warrants.

Mulch

Mulch is excluded from this contract. Contractor shall maintain all mulch installed to ensure no loss, other than natural degradation, occurs.

Debris and Storm Cleanup:

Excess debris in the landscape area shall be removed on the days of service. All debris, generated from our work, shall be removed from sidewalks, roadways and paved areas on the days of service. This excludes heavy leaf fall pickup. Contractor is not responsible or removal of excessive storm debris or fallen tree litter greater than 4" in diameter.

B. Horticulture Management

Fertilizer and Pesticide Application Records

All fertilizer and pesticide applications records shall be reported to PMMM at the time of monthly invoicing. Records shall show product and rate applied, date of application, applicator name and location of application.

Pesticide Application Notice

Proper signage, as required by Florida Statute 5E-14.147, shall be located in a conspicuous place at each application area for all pesticide applications and shall be removed by Contractor after a 24-hour post application period.

Fertilization:

Turf and ornamentals shall be fertilized with approved commercial grade fertilizer. The number of applications will be based on plant types and requirements as dictated in Exhibit A.

All granular fertilizer shall be comprised of a minimum of 70% slow-release fertilizer consisting of polymer coating, sulfur coating, or polymer-sulfur coated Nitrogen. As dictated in Exhibit A, three (3) month blends are those that supply a minimum of 1 pound of Nitrogen per one thousand square feet for the duration of the blend, four (4) month blends are those that supply a minimum of 1 pound of Nitrogen per one thousand square feet for the duration of the blend, and six (6) month blends are those that supply a minimum of .5 pounds of Nitrogen, .25 pounds of Phosphorus and .5 pounds of Potassium per one thousand square feet for the duration of the blend. All applications shall include .5 pounds of Potassium per one thousand square feet regardless of plant type. All blends for turfgrass shall not contain Phosphorus unless dictated by an accredited soil lab test.

All liquid fertilizer applications shall contain a full micro nutrient package containing Fe, Mg, Mn and S. Additional Nitrogen, Phosphorus and Potassium may be included in liquid fertilizer applications. No liquid fertilizer application shall supply no more than .10 pounds of Nitrogen per one thousand square feet.

All fertilizer applications shall be made to not damage or stain adjacent hard surfaces, including homeowner installed items. Contractor shall be held responsible for any damages thereof resulting from any application causing damage to said surfaces.

Turf Weed Control:

Broadleaf and sedge type weeds shall be covered under these specifications. Turf areas shall be treated as warranted with approved pre and post emergent weed control products following all State and Federal regulations and approved for the application site. Contractor shall respond to work orders for weed control in turf and landscape beds within a two (2) week window throughout the year.

Insect Control:

Contractor shall provide control for insects damaging turf and ornamentals by using approved products following all State and Federal regulations and approved for the application site as needed throughout the year. Insect control includes spot treating for fire ant mounds and infestations. Contractor shall respond to work orders for insect control in turf and landscape beds within a two (2) week window throughout the year.

Disease Control:

These specifications do not include preventative measures for fungus and disease. The contractor shall provide treatments to stop or slow the progression of diseases when necessary throughout the year, regardless of plant type

C. Irrigation Management

Scheduling:

Where applicable, Contractor shall schedule the irrigation in quantities and frequencies consistent with seasonal requirements. Contractor shall schedule the system to operate at night so as to not interfere with daytime use of property and to promote water conservation. Daytime watering to relieve plant stress or to incorporate fertilizer or pesticide applications, where required by the label, federal or state law, is acceptable. Contractor shall schedule the operation to adhere to local watering restrictions when applicable.

Irrigation Inspection:

Contractor shall perform the following services as part of the monthly irrigation inspection:

- Activate each irrigation zone of the system.
- Visually check for any damages or necessary repairs.
- Straighten or adjust irrigation heads and nozzles as necessary.
- Adjust the irrigation controller for specific watering requirements according to the season and site conditions.
- Provide a written report of the findings.

Damage to the irrigation system:

Contractor shall repair, at no cost, any damage caused by maintenance operations. Contractor shall be held responsible to make any necessary repairs to the control, piping and distribution systems, with prior PMMM approval, for damages within their area of responsibility resulting from faulty equipment, lightning, construction work, vandalism, pre-existing conditions, freezes, or acts of God, but shall not be held liable for expenses associated with repairing said damage.

D. Drainage Maintenance

Ponds, Intake and Outflow Structures Maintenance

Mowing and edging shall be performed as to keep structures clear of grass, weeds and debris. Inspections shall be done weekly, or more frequent during periods of expected heavy rainfall, to assure grates, pipes and splash pads are clear of debris. Where applicable, aquatic weed and algae management will be performed by third-party contractors paid for by PMMM.

Retention Pond Maintenance

Contractor shall be responsible for maintaining all retention pond slopes and bottoms in accordance with the Southwest Florida Water Management District guidelines presented in the District's publication "How to Operate & Maintain Your Stormwater Management System". This includes ensuring that all washouts and any depression smaller than three foot by three foot by three foot (3' x 3' x 3') are repaired in an expedited manner. Depressions larger than 3' x 3' x 3' shall be reported to a PMMM representative within 24 hours of discovery.

E. Damages

Contractor shall be held liable for any damage, at the Contractor's sole expense, while performing maintenance duties under their scope of work. Damages include loss of turf, trees or shrubs from improper irrigation management, improper pruning, improper pest control, and improper equipment operation. Contractor shall be held responsible to make any necessary repairs, with prior PMMM approval, for damages within their area of responsibility resulting from faulty equipment, lightning, construction work, vandalism, pre-existing conditions, freezes, or acts of God, but shall not be held liable for expenses associated with repairing said damage.

F. Community Mindedness

Policing shall be performed on a daily basis for the removal of all trash litter (i.e.: paper, cans, bottles, etc.) to all areas of the property including areas outside of the Contractors scope of work. Additionally, litter control will also be performed throughout the entire community while travelling between property locations.

Contractor shall also report to PMMM any issues observed outside of the Contractors scope of work while performing duties throughout the community. These may include dead trees, improper use of facilities, safety hazards, fallen street signs, equipment or facility issues.

G. Items not included in this agreement

Acts of God Damage

Damage to the property as a result of Acts of God may include, but are not necessarily limited to: removing blown-over trees, broken limbs, and stumps; removing silt or debris deposited by floods; damage from freezing, hurricanes, or other unusual occurrences will be handled on an individual basis as a pre-approved extra cost. Contractor shall make emergency repairs to prevent further damage, when necessary, without the additional work being pre-approved by PMMM representative.

Specialized equipment, Arborist, and additional labor requested by PMMM will require a pre-approved extra cost.

Tree, Shrub, and Flower Replacement

The loss of trees, shrubs, or flowers not caused by the Contractor may be replaced as an extra charge. It shall be the responsibility of the Contractor to bring such needs to the attention of PMMM.

Arborist Work

Major tree pruning or other Arborist related work shall be an extra cost item requiring prior approval by PMMM. It shall be the responsibility of Contractor to provide estimates for needed work to the attention of PMMM.

Capital Improvements

Work performed over and above the normal maintenance provided in the Agreement, such as excessive earth moving, reconstruction of the property, construction or reconstruction, installation of concrete or asphalt cart paths, driveways and sidewalks, brush clearing, and installation of French drains, including materials for the aforementioned work, shall be an extra cost item requiring prior approval by PMMM. PMMM reserves the right to assign any additional work above and beyond the scope of work within this contract to additional contractor(s).

Fuel Storage

Contractor shall be responsible for providing adequate gasoline and diesel fuel storage facilities if located on the premises and used during the execution of this contract. Gasoline and diesel fuel storage facilities shall conform with all Florida Department of Environmental Protection regulations for such facilities and insured as such.

H. Specific Areas of Maintenance

Contractor shall be responsible for all areas as outlined in yellow on Exhibit C including all fences, roadways and roadway curbs within work boundaries. Specific boundaries shall be discussed during the initial review of properties to be serviced by Contractor.

I. Contractual Requirements

Contract Period

The contract period shall be for three (3) years from date contractor starts work on property as outlined in contract. Subsequent yearly extensions shall be proposed by Contractor and shall be approved by PMMM.

Either party may terminate this agreement with or without cause at any time by providing the other party with thirty (30) days prior written notice of termination.

Invoice

On a monthly basis, the PMMM accounting department shall be provided an invoice showing monthly fee and any additional prior approved extras costs with back-up documentation of description of work, materials and charges applied. All pesticide and fertilizer application records

must be submitted simultaneously with invoicing for work performed each monthly contract period in order to qualify for payment.

Such invoice must be submitted within sixty (60) calendar days of completion of the work. In the event that the final invoice is not submitted within the sixty (60) calendar days of completion of the work, PMMM shall have the right to demand, in writing, that the Contractor submit the invoice within five (5) business days from the date such written demand is made. If the Contractor does not comply with such five (5) business day demand, then Contractor shall be in breach of this agreement. Any submitted invoice after this initial sixty-five (65) day submission period shall be null and void and Contractor shall not be entitled to said payment.

PMMM accounting department contact information will be provided in final contract.

Contractor Representative

Contractor shall provide an authorized representative to be “on-call” 24 hours per day. A list of authorized representatives along with contact information shall be provided in writing to PMMM prior to the start of this agreement. In the event of an extended absence (more than 7 days) of the Contractor Representative, contractor will provide sufficient experienced personnel to maintain the integrity of the contract at the cost of the Contractor. Contractor Representative shall meet bi-weekly with PMMM representatives to discuss current issues, work schedules, outstanding work orders and upcoming work.

Contractor Employees and Sub-contractors

All individuals doing business with and for PMMM or On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities will work with integrity. The Contractor’s employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with your company. PMMM expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans or any other information that might be contrary to the interest of PMMM, On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities, without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of PMMM, On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities expectations will subject the vendor(s), contractor(s) and/or other business enterprises(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact Andrew J. Jorgensen, Director of Community Operations, Parkway Maintenance & Management Marion, LLC.

All Contractor employees and representatives shall be dressed appropriately and professionally and be provided uniforms stating Contractor company name clearly on the front or back of said uniform.

Inspections

A PMMM representative may make periodic, unannounced inspections at any time. The intent of the inspections is to verify contract obligations are being met. Failure to meet contract obligations will be documented in writing and sent to Contractor representative with a thirty (30) day period for improvement. Failure to meet contract obligations will result in contract loss.

Owner's Right to do Work

If the Contractor fails to expediently meet the specifications within the contract, PMMM may, forty-eight (48) hours after submitting written notice to the Contractor, without prejudice to any other remedy he may have, correct any deficiencies or phases of work in which the Contractor neglected. PMMM shall deduct the cost of any such work done from the payment to the Contractor.

In addition, PMMM reserves the right to complete any work not included in the maintenance contract without additional fees due to Contractor.

Pesticide Application Notice

Proper signage, as required by Florida Statute 5E-14.147, shall be located in a conspicuous place at each application area for all pesticide applications and shall be removed by Contractor after a 24-hour post application period.

Completion of Work Orders

PMMM utilizes a work order system to identify areas of additional work needed. All work orders are issued to the Contractor 24-hours after receipt and shall be completed and closed out within ten (10) business days. PMMM understands that unforeseen circumstances may limit Contractor from fully completing all work orders within said ten (10) business day period and requests frequent and open communication from Contractor as to status for completion. Failure to complete work dictated by said work order within a forty-five (45) day period shall allow PMMM to complete work, with any expenses related to such, deducted from any future payment to Contractor.

Bidder Contact Information

The bidder should indicate the appropriate contact information (street address, phone, fax, e-mail address, and contact name) for contractor representative responsible for said bid.

J. Insurance Requirements

A brief outline of coverage that should be in force follows. Contractor awarded contract must provide a current Certificate of Insurance that reflects the following:

1. Workers' Compensation and Employee Liability - This policy must provide statutory Workers' Compensation coverage in this state. Coverage extension shall include:
 - a. \$1,000,000 for each accident - Employers' Liability Coverage
 - b. \$1,000,000 for each employee and aggregate - Disease
2. Comprehensive General Liability Insurance – Minimum Limits of:
 - a. \$2,000,000 Each Occurrence

- b. \$2,000,000 General Aggregate
- c. \$1,000,000 Personal Injury

General Liability, Automobile Liability and Umbrella Liability insurance policies shall name On Top of the World Communities, LLC. and its affiliated entities (OTOW) as Additional Insureds. The general liability, workers compensation, and employer's liability policies shall contain a waiver of subrogation in favor of OTOW. All policies shall contain a 30-day notice of cancellation for any reason, except 10 days for non-payment of premium.

The Certificate of Insurance shall contain the following language in the Comments Section:

"On Top of the World Communities, LLC, and its affiliated entities (OTOW), their officers, directors, and employees are named as Additional Insureds on the general liability and auto liability policies for liability arising from the provision of products or services to OTOW by the Name Insured. The general liability policy contains Additional Insured Endorsement GC 20101185 or its equivalent. The general liability, workers compensation/employer's liability policies contain a waiver of subrogation in favor of OTOW, OTOW shall be notified 30 days prior to cancellation or non-renewal of any policy listed, except 10 days for non-payment of premium."

Comprehensive Automobile Liability – Minimum Limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. The policy shall include covered auto Symbol "I" – Any Auto.

K. Safety Requirements

The Contractor agrees that it shall be solely responsible for supervising its employees and that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, MSDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200. In conjunction, the Contractor is subject to fines issued by the On Top of the World Safety Director or representative for non-compliance with any of the fore mentioned requirements. At Contractor's sole cost and expense, shall provide safe and sufficient facilities at all times for inspection of the work by Safety Officer or representative. Contractor shall take all safety measures required by PMMM and the State of Florida safety rules and shall comply with the Federal Occupational Safety and Health Act and any rule made pursuant to it, and all other applicable federal, state and local laws, rules and regulations. Contractor shall ensure that all employees wear fluorescent shirts or vests at all times and use traffic notification devices including signage, traffic cones, and vehicular strobe lighting while working along all major roadways within or outside of the community, when applicable within this contract.

L. Additional Services Offered

The bidder is requested to provide information regarding any additional services/support that would be offered to PMMM as a separate document to this request for proposal.

M. Pricing

Bidder will supply pricing in the form of monthly cost, annual cost and total contract cost and any price increases intended during the life of the contract.

Bidder will also state in proposal the amount of fuel surcharge and threshold level per gallon for surcharge to be enacted for both gasoline and diesel fuel.

Exhibit A

		January	February	March	April	May	June	July	August	September	October	November	December	Annual
Zoysia/St. Augustine	Mowing	1	1	2	3	4	4	5	4	5	3	2	2	36
	Hardscape Edging	1	1	2	3	4	4	5	4	5	3	2	2	36
	Landscape Bed Edging	0	1	1	2	2	2	2	2	2	2	1	1	18
Bahia	Mowing	1	1	2	3	4	4	5	4	5	2	2	1	34
	Hardscape Edging	1	1	2	3	4	4	5	4	5	3	2	2	36
	Landscape Bed Edging	0	1	1	2	2	2	2	2	2	2	1	1	18
Landscape Beds	Pruning	0	1	0	1	1	1	1	1	1	1	0	1	9
	Bed Weed Control	1	1	2	2	2	2	2	2	2	2	1	1	20
	Cutbacks	1	0	0	0	0	0	0	0	0	0	0	0	1
Tree Care	Ornamental Pruning (as needed)													0
	Shade Tree Elevations (as needed)													0

Shrubs and Trees

Hort Service	Product	Freq.	January	February	March	April	May	June	July	August	September	October	November	December
Granular Fert.	6 month blend w/minors	1												
Liquid Fert.	Focal plants with insect/Fungicide	4												
Pest Control	Preventative Treatment	1												
Pest Control	IPM Treatments	as needed												
Disease Control	Fungicide w/minors	as needed												

Zoysia Grass

Hort Service	Product	Freq.	January	February	March	April	May	June	July	August	September	October	November	December
Granular Turf Fert.	3 month blend with pre-emergent	2												
Granular Turf Fert.	4 month blend	1												
Liquid Turf Fert.	Minor nutrients with insect control	as needed												
Winter Weeds	Herbicide	4												
Summer Weeds	Herbicide	6												
Disease Control	Fungicide	as needed												

Bahia Grass

Hort Service	Product	Freq.	January	February	March	April	May	June	July	August	September	October	November	December
Granular Turf Fert.(Lawns)	3 month blend	1												
Insect Control	Insect control	as needed												
Winter Weeds	Herbicide	4												
Summer Weeds	Herbicide	as needed												

Exhibit B: YEAR 3 PRICING

Project Location: Indigo CDD
Final bids due: April 19, 2024
Start date: October 1, 2024

Specifications: see map attached

	<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Zoysia Turf: 546 sq. yds		\$2,186.52
Bahia Turf: 79,744 sq. yds		\$63,791.82
Bed Area: 18,662 sq. yds		\$58,695.18

	<u>Cost per zone</u>	<u>Cost per year</u>
Irrigation Maintenance 26 zones controller 1 Battery Operated		\$8,146.56

	<u>Cost per Plant</u>	<u>Cost per Year</u>
Annual Installation 4,000 (4x's/yr)		\$26,990.52

Indigo East Retention Ponds

	<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Tract B-2: 6.26 acres		\$8,876.76
Tract J: 6.18 acres		
Tract H: 2.79 acres		

Total Monthly Cost:	\$14,057.28
Total Yearly Cost:	\$168,687.40

Please provide a one-time trim price for Viburnum hedge trimming, should the CDD request an additional trim.

\$9,798.91

Exhibit C





BUSINESS ETHICS EXPECTATIONS

The purpose of this document is to affirm On Top of the World Communities, LLC and its Related Entities (herein after referred to as the “Company”) standard of ethical conduct in regards to outside vendors, contractors, other business enterprises.

All individuals doing business with and for the Company will work with integrity. The Company’s employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment, or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with the Company. The Company expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans, or any other information that might be contrary to the interest of the Company without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of the Company’s Expectations will subject the vendor(s), contractor(s), and/or other business enterprise(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact the General Manager’s office.

BUSINESS ETHICS EXPECTATIONS ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have received a copy of On Top of the World Communities, LLC and its Related Entities Business Ethics Expectations (the “Company”). I have read it thoroughly. I understand that as a vendor, subcontractor, or business enterprise that seeks to conduct business with the Company, I and my business associates must maintain the highest ethical standards in our relationship with the Company and its employees.

In particular, I understand the Expectations as pertains to gifts, favors, entertainment, payments, and potential conflicts of interest developing from a relationship with employees or others.

I agree to abide by the terms and conditions set forth in the On Top of the World Communities, LLC and its Related Entities Business Ethics Expectation document.

Request for Proposal

**Landscape Maintenance
Parkway Maintenance & Management Marion, LLC
Ocala, Florida**

August 21, 2024

SPECIFICATIONS FOR LANDSCAPE MAINTENANCE

GENERAL INFORMATION

Parkway Maintenance & Management Marion, LLC (PMMM) is soliciting proposals for **Indigo CDD**, located within On Top of the World Communities, Ocala, Florida 34481. The purpose of this request for proposal (RFP) is to solicit information from vendors to supply contractual common area landscape maintenance located within an active adult community. You are invited to submit a proposal to provide these services. Your proposal may be presented in the written format of your choice, unless otherwise noted herein.

To be given consideration, please be certain to address the following items in your proposal:

1. Certify in writing that your company accepts the details of the specifications included in "Exhibit A" of this proposal for common area landscape maintenance and will conform to the performance standards by which the contract award will be conducted. (PMMM reserves the right to include a performance standard clause in the contract to ascertain adherence to the terms of the Specifications.)
2. The proposer must have a minimum of five (5) years of proven experience in landscape maintenance in Florida, and include the following information in the proposal for at least three (3) previous or existing landscape maintenance contracts;
 - i. Name and contact information for the contract administrator
 - ii. Name and address of the facility in which the contract covered
 - iii. Dates in which the contract was in force
3. Submit a plan for landscape maintenance including any proposed benefit to PMMM, any proposed investments to landscapes by the proposer, and/or any expectations, financial or otherwise, from PMMM to the proposer. The plan should also address staffing, customer service, environmental sustainability and list of equipment to be utilized.
4. Identify any operational areas you intend to use subcontractors and the services and roles that each subcontractor would assume.
5. Contractor shall provide proof of valid licenses and permits necessary to operate the business and provide copies of licenses and permits to PMMM within the proposal.

PERFORMANCE STANDARDS

1. Contractor shall provide all labor, materials, services, tools and equipment necessary to fulfill the contract. Contractor shall supply only trained and experienced personnel to perform the work.
2. Contractor will supply a full-time, experienced Landscape Manager assigned strictly to said property that will be on-call 24 hours per day.
3. Contractor shall review all property to be serviced with bid coordinator assigned by PMMM prior to beginning the job.

4. Contractor shall provide proof of insurance covering liability, property damage, workers compensation, and auto insurance as outlined in specifications.
5. Contractor shall be solely responsible for supervising its employees and that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, SDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200.
6. Contractor shall be responsible to see that all material, debris, and waste is disposed of in accordance with all federal, state, county and environmental regulations with proof of disposal available to PMMM.
7. Contractor shall be responsible for following all guidelines stated within the *University of Florida IFAS Green Industry Best Management Practices* handbook. Contractor shall have a minimum of one (1) staff member assigned to this property that is certified in the *University of Florida IFAS Green Industry Best Management Practices*.
8. Contractor shall be responsible to see that all fuel, fertilizer and pesticides are stored, handled and applied in accordance to all federal, state, county and environmental regulations and in accordance to PMMM specifications.
9. Contractor agrees not to assign or sub-contract any portion of the job without written approval from PMMM.
10. Contractor and its employees will respect and safeguard property of all residents.
11. Contractor and employees will treat residents with professionalism, courtesy and respect at all times and will not seek for themselves any gifts, favors, payments or special consideration(s).

INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERS

The bidder shall quote its most favorable terms, as the contract may be awarded without discussion of the proposals received.

Bids should include an ENDORSEMENT OF PERFORMANCE AGREEMENT that work will conform to stated standards, OSHA requirements and agree to uniform compliance with all these performance requirements provided by PMMM.

A contract(s) awarded as a result of this RFP will commence on October 1, 2024 and terminate on October 31, 2027.

Further details regarding this RFP shall be directed to Andrew J. Jorgensen, CGCS, Parkway Maintenance & Management Marion, LLC at andy_jorgensen@otowfl.com or 352-237-9564. Visiting property for review of site conditions and scope of work will be scheduled by appointment only.

Proposals must be submitted to:

ATTN: Jodi McKnight
Parkway Maintenance & Management Marion, LLC
Building 107
10881 SW 94th Street Road
Ocala, FL 34481

Or via email to:

jodi_mcknight@colenbuilt.net

Proposals are due by close of business on **9/6/2024**. Proposal should include rate sheet breaking down bid by monthly, annual and total contract terms and must reflect any intended price increases during contract period.

PMMM reserves the right, within its sole, absolute and unfettered discretion to reject any and all bids or responses to the RFP. This includes but is not limited to, those received after the deadline set forth above, or those that are believed to not be in the best interest of PMMM whether the bidder is unqualified, of doubtful financial ability, or lowest bidder.

PMMM may award the contract to that business or entity without explanation or notice. Therefore, all respondents should quote their most favorable terms.

This RFP does not represent a commitment by PMMM to do business with any respondent. Nothing set forth in this RFP is binding on PMMM. All terms and conditions related to the Services contemplated by this RFP shall be set forth in the Contract to be executed by PMMM and the selected Respondent. PMMM may, in its sole, absolute and unfettered discretion, elect not to award a Contract pursuant to this RFP or to award to more than one vendor.

“Exhibit A” to the Request for Proposal for Landscape Maintenance

Technical Contract Specifications

I. Scope of Work

A. Landscape Maintenance

Mowing:

Lawns shall be mowed weekly during the active growing season and as needed during the non-growing season as referenced in Exhibit A. Alterations of the mowing schedule due to site conditions such as dry or saturated turf will dictate the mowing operations, and must be approved by a PMMM authorized representative. Turf will be cut with rotary mowers in order to maintain a uniform height of cut. Height of cut shall be within the recommended range dictated in the *UF/IFAS Green Industries Best Management Practices* handbook as shown in the graphic below. Contractor shall leave clippings in the lawn as long as no visible clumps or excessive debris remain.

Turfgrass Species	Optimal Mowing Height (inches)	Mowing Frequency (days)
Bahiagrass	3.0-4.0	7-14
Bermudagrass	0.75-1.5	5-7
Centipedegrass	1.5-2.5	7-14
Seashore Paspalum	1.0-2.0	5-10
St. Augustinegrass, "Dwarfs" *	3.5-4.0 2.0-2.5	5-7 5-7
Zoysiagrass	1.5-2.5	5-7

Trimming:

All fixed objects shall be trimmed in order to maintain a neat appearance. Turf shall be string trimmed to match the height as determined by the mowers. Turf adjacent to all bodies of water shall be mowed or string trimmed to the water's edge during each mowing operation.

Edging:

All hardscape objects shall be edged on a routine basis as referenced in Exhibit A. All landscape beds shall be edged on a routine basis as referenced in Exhibit A. All debris generated from each of these processes shall be removed on the same day the process is completed.

Blowing:

As part of each maintenance cycle, all debris generated from our work, shall be removed from sidewalks, roadways, paved areas, monuments, and markers on days of service. Additional blowing to maintain sidewalks, driveways and patios free of debris shall be performed as needed

on a bi-weekly schedule when mowing is reduced to one (1) event per month in the slow growing season.

Weed Control:

Contractor shall keep beds free of broadleaf or grassy weeds using an approved selective or non-selective herbicide labeled for the area being treated.

Groundcovers:

Groundcover shall be edged in order to keep it within the bounds of its intended area.

Pruning:

Shrubs shall be pruned only as necessary to create a natural appearance, to maintain the desired shape, and to remove damage or diseased wood. Frequency of trimming shall be every six (6) weeks up to nine (9) times per year. Larger hedge rows (i.e. *Viburnum Odoratissimum*) that are not part of a residential landscape and intended to act as a buffer hedge between adjacent common areas, shall be completely trimmed (sides included) once annually to a height no taller than twelve (12) feet. Additional plant varieties may also fall in this category where specific tree type shrubs are installed in parking lot islands.

Trees:

Height limitation for tree pruning included within the scope of this agreement is fifteen (15) feet. The lower branches on trees up to fifteen (15) feet shall only be raised to provide clearance for pedestrians, vehicles, buildings, shrubs, or to improve visibility. Tree pruning in excess of fifteen (15) feet in height will only be performed with prior written approval from PMMM. This pruning does not cover any type of interior pruning on the canopies such as thinning, deadwood, or crown reduction. Pruning shall be performed on an as needed basis.

Tree stakes and ties are to be inspected monthly for correct installation and placement. When trees are stable enough and have developed caliper to stand alone, stakes and ties shall be removed by Contractor. Trees staked (without ties) for protection from damage may remain staked an additional period of time.

A 5' (five foot) radius circle around the base of trees shall be free of weeds and turf and shall be maintained by the use of a legally approved herbicide. Stakes or guy wires shall be treated in the same manner as the base of trees described above.

Trees located in natural tree preserve area shall be left in a natural state unless dead wood is present. Contractor shall remove any fallen dead wood and report dead or dying trees to a PMMM representative immediately.

Perennial/Annual Color Beds

Perennial/Annual color beds shall be maintained to show a colorful appearance at all times. Beds are to be kept free of weeds and spent flowers.

Annual color beds shall be replaced a minimum of four (4) times annually to ensure vibrant color and growth with plant material suitable for the season. Soil amendments shall be added at the time of replacement. Soil amendments such as organic peat or an approved planting mixture shall be

tilled in at the time of installation. Perennial/Annual color beds shall be fertilized when soil amendments are added. Osmocote or a similar product may be used. Beds may need to have additional liquid applications of fertilizer added to them if plant material warrants.

Mulch

Mulch is excluded from this contract. Contractor shall maintain all mulch installed to ensure no loss, other than natural degradation, occurs.

Debris and Storm Cleanup:

Excess debris in the landscape area shall be removed on the days of service. All debris, generated from our work, shall be removed from sidewalks, roadways and paved areas on the days of service. This excludes heavy leaf fall pickup. Contractor is not responsible or removal of excessive storm debris or fallen tree litter greater than 4" in diameter.

B. Horticulture Management

Fertilizer and Pesticide Application Records

All fertilizer and pesticide applications records shall be reported to PMMM at the time of monthly invoicing. Records shall show product and rate applied, date of application, applicator name and location of application.

Pesticide Application Notice

Proper signage, as required by Florida Statute 5E-14.147, shall be located in a conspicuous place at each application area for all pesticide applications and shall be removed by Contractor after a 24-hour post application period.

Fertilization:

Turf and ornamentals shall be fertilized with approved commercial grade fertilizer. The number of applications will be based on plant types and requirements as dictated in Exhibit A.

All granular fertilizer shall be comprised of a minimum of 70% slow-release fertilizer consisting of polymer coating, sulfur coating, or polymer-sulfur coated Nitrogen. As dictated in Exhibit A, three (3) month blends are those that supply a minimum of 1 pound of Nitrogen per one thousand square feet for the duration of the blend, four (4) month blends are those that supply a minimum of 1 pound of Nitrogen per one thousand square feet for the duration of the blend, and six (6) month blends are those that supply a minimum of .5 pounds of Nitrogen, .25 pounds of Phosphorus and .5 pounds of Potassium per one thousand square feet for the duration of the blend. All applications shall include .5 pounds of Potassium per one thousand square feet regardless of plant type. All blends for turfgrass shall not contain Phosphorus unless dictated by an accredited soil lab test.

All liquid fertilizer applications shall contain a full micro nutrient package containing Fe, Mg, Mn and S. Additional Nitrogen, Phosphorus and Potassium may be included in liquid fertilizer applications. No liquid fertilizer application shall supply no more than .10 pounds of Nitrogen per one thousand square feet.

All fertilizer applications shall be made to not damage or stain adjacent hard surfaces, including homeowner installed items. Contractor shall be held responsible for any damages thereof resulting from any application causing damage to said surfaces.

Turf Weed Control:

Broadleaf and sedge type weeds shall be covered under these specifications. Turf areas shall be treated as warranted with approved pre and post emergent weed control products following all State and Federal regulations and approved for the application site. Contractor shall respond to work orders for weed control in turf and landscape beds within a two (2) week window throughout the year.

Insect Control:

Contractor shall provide control for insects damaging turf and ornamentals by using approved products following all State and Federal regulations and approved for the application site as needed throughout the year. Insect control includes spot treating for fire ant mounds and infestations. Contractor shall respond to work orders for insect control in turf and landscape beds within a two (2) week window throughout the year.

Disease Control:

These specifications do not include preventative measures for fungus and disease. The contractor shall provide treatments to stop or slow the progression of diseases when necessary throughout the year, regardless of plant type

C. Irrigation Management

Scheduling:

Where applicable, Contractor shall schedule the irrigation in quantities and frequencies consistent with seasonal requirements. Contractor shall schedule the system to operate at night so as to not interfere with daytime use of property and to promote water conservation. Daytime watering to relieve plant stress or to incorporate fertilizer or pesticide applications, where required by the label, federal or state law, is acceptable. Contractor shall schedule the operation to adhere to local watering restrictions when applicable.

Irrigation Inspection:

Contractor shall perform the following services as part of the monthly irrigation inspection:

- Activate each irrigation zone of the system.
- Visually check for any damages or necessary repairs.
- Straighten or adjust irrigation heads and nozzles as necessary.
- Adjust the irrigation controller for specific watering requirements according to the season and site conditions.
- Provide a written report of the findings.

Damage to the irrigation system:

Contractor shall repair, at no cost, any damage caused by maintenance operations. Contractor shall be held responsible to make any necessary repairs to the control, piping and distribution systems, with prior PMMM approval, for damages within their area of responsibility resulting from faulty equipment, lightning, construction work, vandalism, pre-existing conditions, freezes, or acts of God, but shall not be held liable for expenses associated with repairing said damage.

D. Drainage Maintenance

Ponds, Intake and Outflow Structures Maintenance

Mowing and edging shall be performed as to keep structures clear of grass, weeds and debris. Inspections shall be done weekly, or more frequent during periods of expected heavy rainfall, to assure grates, pipes and splash pads are clear of debris. Where applicable, aquatic weed and algae management will be performed by third-party contractors paid for by PMMM.

Retention Pond Maintenance

Contractor shall be responsible for maintaining all retention pond slopes and bottoms in accordance with the Southwest Florida Water Management District guidelines presented in the District's publication "How to Operate & Maintain Your Stormwater Management System". This includes ensuring that all washouts and any depression smaller than three foot by three foot by three foot (3' x 3' x 3') are repaired in an expedited manner. Depressions larger than 3' x 3' x 3' shall be reported to a PMMM representative within 24 hours of discovery.

E. Damages

Contractor shall be held liable for any damage, at the Contractor's sole expense, while performing maintenance duties under their scope of work. Damages include loss of turf, trees or shrubs from improper irrigation management, improper pruning, improper pest control, and improper equipment operation. Contractor shall be held responsible to make any necessary repairs, with prior PMMM approval, for damages within their area of responsibility resulting from faulty equipment, lightning, construction work, vandalism, pre-existing conditions, freezes, or acts of God, but shall not be held liable for expenses associated with repairing said damage.

F. Community Mindedness

Policing shall be performed on a daily basis for the removal of all trash litter (i.e.: paper, cans, bottles, etc.) to all areas of the property including areas outside of the Contractors scope of work. Additionally, litter control will also be performed throughout the entire community while travelling between property locations.

Contractor shall also report to PMMM any issues observed outside of the Contractors scope of work while performing duties throughout the community. These may include dead trees, improper use of facilities, safety hazards, fallen street signs, equipment or facility issues.

G. Items not included in this agreement

Acts of God Damage

Damage to the property as a result of Acts of God may include, but are not necessarily limited to: removing blown-over trees, broken limbs, and stumps; removing silt or debris deposited by floods; damage from freezing, hurricanes, or other unusual occurrences will be handled on an individual basis as a pre-approved extra cost. Contractor shall make emergency repairs to prevent further damage, when necessary, without the additional work being pre-approved by PMMM representative.

Specialized equipment, Arborist, and additional labor requested by PMMM will require a pre-approved extra cost.

Tree, Shrub, and Flower Replacement

The loss of trees, shrubs, or flowers not caused by the Contractor may be replaced as an extra charge. It shall be the responsibility of the Contractor to bring such needs to the attention of PMMM.

Arborist Work

Major tree pruning or other Arborist related work shall be an extra cost item requiring prior approval by PMMM. It shall be the responsibility of Contractor to provide estimates for needed work to the attention of PMMM.

Capital Improvements

Work performed over and above the normal maintenance provided in the Agreement, such as excessive earth moving, reconstruction of the property, construction or reconstruction, installation of concrete or asphalt cart paths, driveways and sidewalks, brush clearing, and installation of French drains, including materials for the aforementioned work, shall be an extra cost item requiring prior approval by PMMM. PMMM reserves the right to assign any additional work above and beyond the scope of work within this contract to additional contractor(s).

Fuel Storage

Contractor shall be responsible for providing adequate gasoline and diesel fuel storage facilities if located on the premises and used during the execution of this contract. Gasoline and diesel fuel storage facilities shall conform with all Florida Department of Environmental Protection regulations for such facilities and insured as such.

H. Specific Areas of Maintenance

Contractor shall be responsible for all areas as outlined in yellow on Exhibit C including all fences, roadways and roadway curbs within work boundaries. Specific boundaries shall be discussed during the initial review of properties to be serviced by Contractor.

I. Contractual Requirements

Contract Period

The contract period shall be for three (3) years from date contractor starts work on property as outlined in contract. Subsequent yearly extensions shall be proposed by Contractor and shall be approved by PMMM.

Either party may terminate this agreement with or without cause at any time by providing the other party with thirty (30) days prior written notice of termination.

Invoice

On a monthly basis, the PMMM accounting department shall be provided an invoice showing monthly fee and any additional prior approved extras costs with back-up documentation of description of work, materials and charges applied. All pesticide and fertilizer application records

must be submitted simultaneously with invoicing for work performed each monthly contract period in order to qualify for payment.

Such invoice must be submitted within sixty (60) calendar days of completion of the work. In the event that the final invoice is not submitted within the sixty (60) calendar days of completion of the work, PMMM shall have the right to demand, in writing, that the Contractor submit the invoice within five (5) business days from the date such written demand is made. If the Contractor does not comply with such five (5) business day demand, then Contractor shall be in breach of this agreement. Any submitted invoice after this initial sixty-five (65) day submission period shall be null and void and Contractor shall not be entitled to said payment.

PMMM accounting department contact information will be provided in final contract.

Contractor Representative

Contractor shall provide an authorized representative to be “on-call” 24 hours per day. A list of authorized representatives along with contact information shall be provided in writing to PMMM prior to the start of this agreement. In the event of an extended absence (more than 7 days) of the Contractor Representative, contractor will provide sufficient experienced personnel to maintain the integrity of the contract at the cost of the Contractor. Contractor Representative shall meet bi-weekly with PMMM representatives to discuss current issues, work schedules, outstanding work orders and upcoming work.

Contractor Employees and Sub-contractors

All individuals doing business with and for PMMM or On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities will work with integrity. The Contractor’s employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with your company. PMMM expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans or any other information that might be contrary to the interest of PMMM, On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities, without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of PMMM, On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities expectations will subject the vendor(s), contractor(s) and/or other business enterprises(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact Andrew J. Jorgensen, Director of Community Operations, Parkway Maintenance & Management Marion, LLC.

All Contractor employees and representatives shall be dressed appropriately and professionally and be provided uniforms stating Contractor company name clearly on the front or back of said uniform.

Inspections

A PMMM representative may make periodic, unannounced inspections at any time. The intent of the inspections is to verify contract obligations are being met. Failure to meet contract obligations will be documented in writing and sent to Contractor representative with a thirty (30) day period for improvement. Failure to meet contract obligations will result in contract loss.

Owner's Right to do Work

If the Contractor fails to expediently meet the specifications within the contract, PMMM may, forty-eight (48) hours after submitting written notice to the Contractor, without prejudice to any other remedy he may have, correct any deficiencies or phases of work in which the Contractor neglected. PMMM shall deduct the cost of any such work done from the payment to the Contractor.

In addition, PMMM reserves the right to complete any work not included in the maintenance contract without additional fees due to Contractor.

Pesticide Application Notice

Proper signage, as required by Florida Statute 5E-14.147, shall be located in a conspicuous place at each application area for all pesticide applications and shall be removed by Contractor after a 24-hour post application period.

Completion of Work Orders

PMMM utilizes a work order system to identify areas of additional work needed. All work orders are issued to the Contractor 24-hours after receipt and shall be completed and closed out within ten (10) business days. PMMM understands that unforeseen circumstances may limit Contractor from fully completing all work orders within said ten (10) business day period and requests frequent and open communication from Contractor as to status for completion. Failure to complete work dictated by said work order within a forty-five (45) day period shall allow PMMM to complete work, with any expenses related to such, deducted from any future payment to Contractor.

Bidder Contact Information

The bidder should indicate the appropriate contact information (street address, phone, fax, e-mail address, and contact name) for contractor representative responsible for said bid.

J. Insurance Requirements

A brief outline of coverage that should be in force follows. Contractor awarded contract must provide a current Certificate of Insurance that reflects the following:

1. Workers' Compensation and Employee Liability - This policy must provide statutory Workers' Compensation coverage in this state. Coverage extension shall include:
 - a. \$1,000,000 for each accident - Employers' Liability Coverage
 - b. \$1,000,000 for each employee and aggregate - Disease

2. Comprehensive General Liability Insurance – Minimum Limits of:
 - a. \$2,000,000 Each Occurrence

- b. \$2,000,000 General Aggregate
- c. \$1,000,000 Personal Injury

General Liability, Automobile Liability and Umbrella Liability insurance policies shall name On Top of the World Communities, LLC. and its affiliated entities (OTOW) as Additional Insureds. The general liability, workers compensation, and employer's liability policies shall contain a waiver of subrogation in favor of OTOW. All policies shall contain a 30-day notice of cancellation for any reason, except 10 days for non-payment of premium.

The Certificate of Insurance shall contain the following language in the Comments Section:

"On Top of the World Communities, LLC, and its affiliated entities (OTOW), their officers, directors, and employees are named as Additional Insureds on the general liability and auto liability policies for liability arising from the provision of products or services to OTOW by the Name Insured. The general liability policy contains Additional Insured Endorsement GC 20101185 or its equivalent. The general liability, workers compensation/employer's liability policies contain a waiver of subrogation in favor of OTOW, OTOW shall be notified 30 days prior to cancellation or non-renewal of any policy listed, except 10 days for non-payment of premium."

Comprehensive Automobile Liability – Minimum Limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. The policy shall include covered auto Symbol "I" – Any Auto.

K. Safety Requirements

The Contractor agrees that it shall be solely responsible for supervising its employees and that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, MSDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200. In conjunction, the Contractor is subject to fines issued by the On Top of the World Safety Director or representative for non-compliance with any of the fore mentioned requirements. At Contractor's sole cost and expense, shall provide safe and sufficient facilities at all times for inspection of the work by Safety Officer or representative. Contractor shall take all safety measures required by PMMM and the State of Florida safety rules and shall comply with the Federal Occupational Safety and Health Act and any rule made pursuant to it, and all other applicable federal, state and local laws, rules and regulations. Contractor shall ensure that all employees wear fluorescent shirts or vests at all times and use traffic notification devices including signage, traffic cones, and vehicular strobe lighting while working along all major roadways within or outside of the community, when applicable within this contract.

L. Additional Services Offered

The bidder is requested to provide information regarding any additional services/support that would be offered to PMMM as a separate document to this request for proposal.

M. Pricing

Bidder will supply pricing in the form of monthly cost, annual cost and total contract cost and any price increases intended during the life of the contract.

Bidder will also state in proposal the amount of fuel surcharge and threshold level per gallon for surcharge to be enacted for both gasoline and diesel fuel.

Exhibit A

		January	February	March	April	May	June	July	August	September	October	November	December	Annual
Zoysia/St. Augustine	Mowing	1	1	2	3	4	4	5	4	5	3	2	2	36
	Hardscape Edging	1	1	2	3	4	4	5	4	5	3	2	2	36
	Landscape Bed Edging	0	1	1	2	2	2	2	2	2	2	1	1	18
Bahia	Mowing	1	1	2	3	4	4	5	4	5	2	2	1	34
	Hardscape Edging	1	1	2	3	4	4	5	4	5	3	2	2	36
	Landscape Bed Edging	0	1	1	2	2	2	2	2	2	2	1	1	18
Landscape Beds	Pruning	0	1	0	1	1	1	1	1	1	1	0	1	9
	Bed Weed Control	1	1	2	2	2	2	2	2	2	2	1	1	20
	Cutbacks	1	0	0	0	0	0	0	0	0	0	0	0	1
Tree Care	Ornamental Pruning (as needed)													0
	Shade Tree Elevations (as needed)													0

Shrubs and Trees

Hort Service	Product	Freq.	January	February	March	April	May	June	July	August	September	October	November	December
Granular Fert.	6 month blend w/minors	1												
Liquid Fert.	Focal plants with insect/Fungicide	4												
Pest Control	Preventative Treatment	1												
Pest Control	IPM Treatments	as needed												
Disease Control	Fungicide w/minors	as needed												

Zoysia Grass

Hort Service	Product	Freq.	January	February	March	April	May	June	July	August	September	October	November	December
Granular Turf Fert.	3 month blend with pre-emergent	2												
Granular Turf Fert.	4 month blend	1												
Liquid Turf Fert.	Minor nutrients with insect control	as needed												
Winter Weeds	Herbicide	4												
Summer Weeds	Herbicide	6												
Disease Control	Fungicide	as needed												

Bahia Grass

Hort Service	Product	Freq.	January	February	March	April	May	June	July	August	September	October	November	December
Granular Turf Fert.(Lawns)	3 month blend	1												
Insect Control	Insect control	as needed												
Winter Weeds	Herbicide	4												
Summer Weeds	Herbicide	as needed												

Exhibit B: YEAR 1 PRICING

Project Location: Indigo CDD
Final bids due: April 19, 2024
Start date: October 1, 2024

Specifications: see map attached

	<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Zoysia Turf: 546 sq. yds		\$2,036.14
Bahia Turf: 79,744 sq. yds		\$59,404.54
Bed Area: 18,662 sq. yds		\$54,658.42

	<u>Cost per zone</u>	<u>Cost per year</u>
Irrigation Maintenance 26 zones controller 1 Battery Operated		\$7,586.28

	<u>Cost per Plant</u>	<u>Cost per Year</u>
Annual Installation 4,000 (4x's/yr)		\$25,134.25

Indigo East Retention Ponds

	<u>Cost per sq. yd/acre</u>	<u>Cost per year</u>
Tract B-2: 6.26 acres		\$8,266.26
Tract J: 6.18 acres		
Tract H: 2.79 acres		

Total Monthly Cost:	\$13,090.49
Total Yearly Cost:	\$157,085.90

Please provide a one-time trim price for Viburnum hedge trimming, should the CDD request an additional trim.

\$9,124.99

Exhibit C





BUSINESS ETHICS EXPECTATIONS

The purpose of this document is to affirm On Top of the World Communities, LLC and its Related Entities (herein after referred to as the "Company") standard of ethical conduct in regards to outside vendors, contractors, other business enterprises.

All individuals doing business with and for the Company will work with integrity. The Company's employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment, or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with the Company. The Company expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans, or any other information that might be contrary to the interest of the Company without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of the Company's Expectations will subject the vendor(s), contractor(s), and/or other business enterprise(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact the General Manager's office.

BUSINESS ETHICS EXPECTATIONS ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have received a copy of On Top of the World Communities, LLC and its Related Entities Business Ethics Expectations (the "Company"). I have read it thoroughly. I understand that as a vendor, subcontractor, or business enterprise that seeks to conduct business with the Company, I and my business associates must maintain the highest ethical standards in our relationship with the Company and its employees.

In particular, I understand the Expectations as pertains to gifts, favors, entertainment, payments, and potential conflicts of interest developing from a relationship with employees or others.

I agree to abide by the terms and conditions set forth in the On Top of the World Communities, LLC and its Related Entities Business Ethics Expectation document.

The first part of the document discusses the importance of maintaining accurate records of all transactions. This includes not only sales and purchases but also any other financial activities that may occur during the course of the business. It is essential to ensure that all entries are properly documented and supported by appropriate evidence.

In addition, it is important to regularly review and reconcile the accounts to ensure that they are up-to-date and accurate. This process helps to identify any discrepancies or errors that may have occurred and allows them to be corrected promptly. By doing so, the business can maintain a clear and accurate picture of its financial position at all times.

Finally, it is crucial to keep all financial records secure and protected from unauthorized access. This can be achieved by implementing appropriate security measures, such as password protection and regular backups. By ensuring the confidentiality and integrity of the data, the business can protect itself from potential risks and ensure that its financial information remains accurate and reliable.

Overall, maintaining accurate and up-to-date financial records is a fundamental aspect of sound business management. It provides a clear and reliable picture of the company's financial performance and helps to ensure that all transactions are properly documented and supported. By following these guidelines, businesses can maintain a high level of financial accuracy and transparency, which is essential for long-term success.

The second part of the document discusses the importance of maintaining accurate records of all transactions. This includes not only sales and purchases but also any other financial activities that may occur during the course of the business. It is essential to ensure that all entries are properly documented and supported by appropriate evidence.

In addition, it is important to regularly review and reconcile the accounts to ensure that they are up-to-date and accurate. This process helps to identify any discrepancies or errors that may have occurred and allows them to be corrected promptly. By doing so, the business can maintain a clear and accurate picture of its financial position at all times.

MHS

RFP Round 1	Zoysia/yd	Zoysia/year	Bahia/yd	Bahia/year	Bed/yd
Indigo CDD	\$ 0.70	\$ 382.20	\$ 0.50	\$ 39,872.00	\$ 1.50
Indigo HOA	\$0.70	\$242.20	\$0.50	\$50,470.00	\$1.50

Bed/year	Irr./zone	Irr./year	Annual/plant	Annual/year	Pond/acre	Pond/year
\$ 27,933.00	\$ 200.00	\$ 5,400.00	\$ 1.80	\$ 28,800.00	\$ 1,200.00	\$ 18,276.00
\$17,481.00	\$200.00	\$6,400.00	NA	NA	NA	NA

Home/month	Home/year	Total/month	Total/year
N/A	N/A	\$ 10,055.33	\$ 120,663.90
NA	NA	\$6,232.99	\$74,795.90

\$ 195,459.80

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The document also highlights the need for regular reconciliation to identify any discrepancies early on.

In addition, the document provides a detailed overview of the accounting cycle, which consists of eight steps. These steps range from identifying the accounting entity to preparing financial statements. Each step is explained in detail, with examples provided to illustrate the process. The document also discusses the importance of using the correct accounting methods and the impact of these choices on the financial results.

Furthermore, the document addresses the role of the accountant in providing valuable insights into the company's financial performance. It discusses how financial statements can be used to analyze trends, identify areas of concern, and make informed decisions. The document also touches upon the importance of transparency and ethical behavior in the accounting profession.

Finally, the document concludes by reiterating the significance of accurate financial reporting for the success of any business. It encourages readers to take the time to understand the fundamentals of accounting and to seek professional advice when needed. The document is intended to serve as a comprehensive guide for anyone looking to improve their financial management skills.

The document is a valuable resource for students, professionals, and anyone interested in the field of accounting. It provides a clear and concise explanation of the key concepts and practices, making it easy to understand and apply. The document is well-organized and easy to read, with a focus on practical examples and real-world applications.

Project Location: Indigo CDD

Start date: October 1, 2024

	Cost per sq. yd/acre	Cost per year
Zoysia Turf: 546 sq. yds	\$1.80	\$982.00
Bahia Turf: 79,744 sq. yds	\$.68	\$54,225
Bed Area: 18,662 sq. yds	1.85	\$34,524

	Cost per zone	Cost per year
Irrigation Maintenance	200	\$5400
26 zones controller		
1 Battery Operated		

	Cost per Plant	Cost per Year
Annual Installation 4,000 (4x's/yr)	\$2.20	\$35,200

Indigo East Retention Ponds

	Cost per sq. yd/acre	Cost per year
Tract B-2: 6.26 acres	.68	\$20,602
Tract J: 6.18 acres		\$20,339
Tract H: 2.79 acres		\$9182

Total Monthly Cost: \$15,037

Total Yearly Cost: \$180,454

Please provide a one-time trim price for Viburnum hedge trimming, should the CDD request an additional trim.

*to be determined by length/size \$2.50 per foot 6ft tall or less, \$5.50 per foot over 6ft tall.

Project Location: Indigo

Specifications: see map attached

Indigo East Dog Park

		Cost per sq. yd/acre	Cost per year
Bahia Turf:	3,812 sq. yds	\$.68	\$2,592
Bed Area:	406 sq. yds	\$1.85	\$751

Indigo East Walking Trail

		Cost per sq. yd/acre	Cost per year
Bahia Turf:	31,167 sq. yds	\$.68	\$21,193

	Cost per zone	Cost per year
Irrigation Maintenance	\$200	\$2000
10 zones controller		

Indigo East Neighborhood Association HOA (yellow on map)

		Cost per sq. yd/acre	Cost per year
Zoysia Turf:	346 sq. yds	\$1.80	\$622
Bed Area:	11,654 sq. yds	\$1.85	\$21,559
Bahia Turf:	100,940 sq. yds	\$.68	\$68,639

Including DRA's

	Cost per zone	Cost per year
Irrigation Maintenance	\$200	\$7200

32 zones controller

Total Monthly Cost: \$10,379

Total Yearly Cost: \$124,556

SECTION V

SECTION VI

August 13, 2024
Project No. 24-1167.5335.1

Mr. Robert “Boe” Stepp
Land Development Manager
Colen Built Development, LLC
8435 SW 80th Street, Suite 3
Ocala, Florida 34481

Reference: Surface Depressions, Drainage Retention Area (DRA) 8, Indigo East South
On Top of the World, Ocala, Florida
SWFWMD ERP Permit No. 43001436.109
Surface Depression Remediation

Dear Mr. Stepp:

Geo-Technologies, Inc. (Geo-Tech) observed four (4) surface depressions ranging in size from approximately three (3) to nineteen (19) feet in diameter and one (1) to eight (8) feet deep in the north center area of existing DRA 8 at the above-mentioned site. We refer you to the Surface Depression Location Map and Site Photographs presented in Appendix II and III, respectively.

Based on our site observations, Geo-Tech recommends excavating the surface depressions and backfilling with sandy clay soil. The excavation in the base of the depressions should continue until firm soils are found. Sandy clay soils should have a minimum Plasticity Index of twenty-five (25) with a minimum of fifty (50) percent passing a U.S. Standard No. 200 sieve. Backfill operations should continue until the backfill soils elevations are high enough to keep surface water runoff from ponding. Compaction of the soils should obtain a minimum of ninety (90) percent of the Modified Procter (ASTM D-1557) maximum dry density value. Uncompacted lifts shall be no thicker than six (6) inches. Any shallow limestone observed within three (3) feet of the ground surface should be removed and capped over with sandy clay soils (See Figure 1).

If a chimney feature is observed during the excavation, Geo-Tech recommends placing boulders in the chimney feature approximately one-third ($\frac{1}{3}$) to one-half ($\frac{1}{2}$) the diameter of the chimney feature opening. Once the boulders have been placed, flowable grout should be pumped into the chimney to seal off the void space. The flowable grout should be pumped to an elevation above the boulders (See Figure 2).

The design civil engineer should be notified to ensure the above-mentioned remediation does not affect the overall drainage capacity of the pond. We refer you to the Remediation Detail presented in Appendix I. Geo-Tech should be onsite to monitor the remediation of the surface depressions.

Geo-Tech appreciates the opportunity to provide our services for this project. Should you have any questions regarding the contents of this report or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

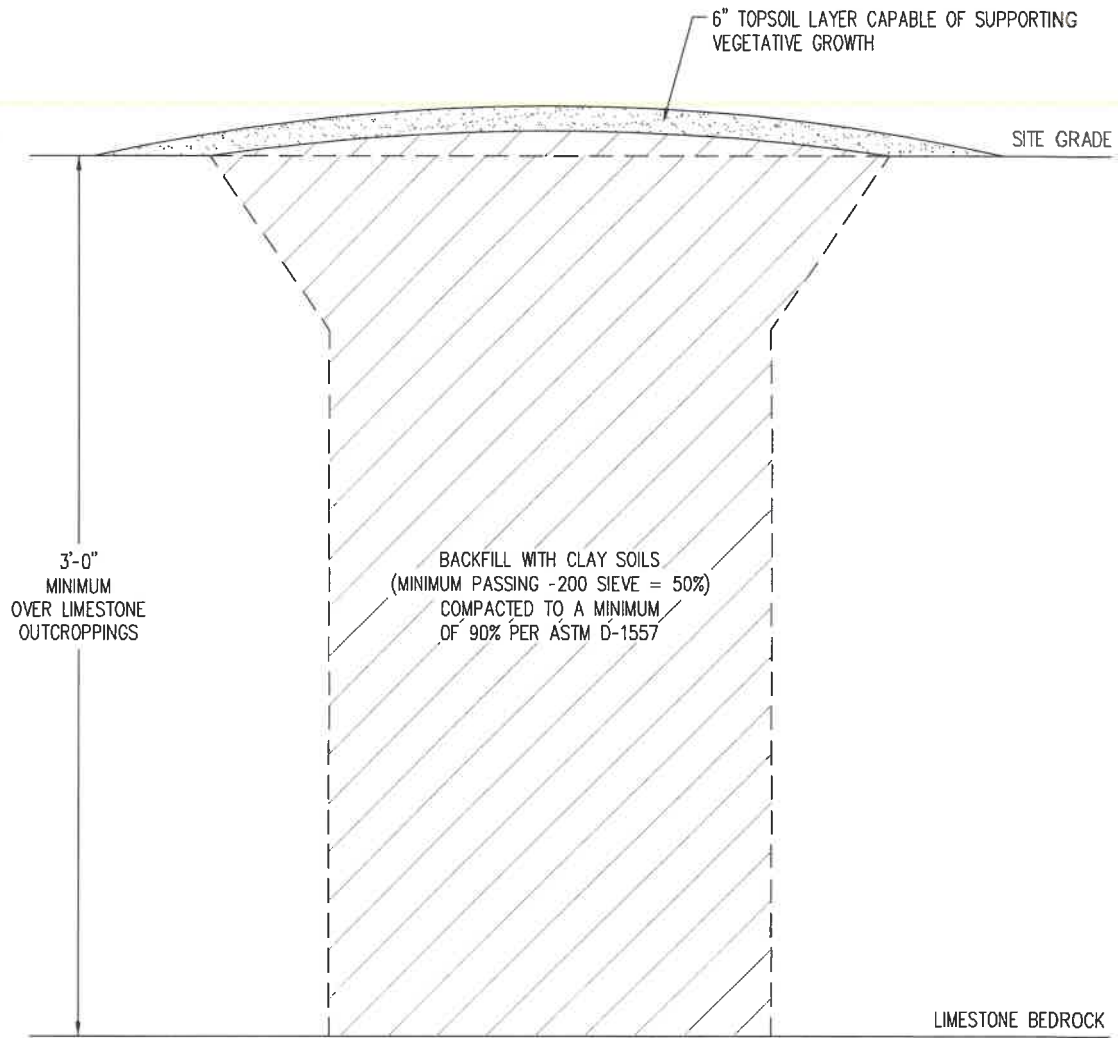


Coy W. Johanning, E.I.
Staff Engineer

CWJ/CAH



APPENDIX I
REMEDICATION DETAILS



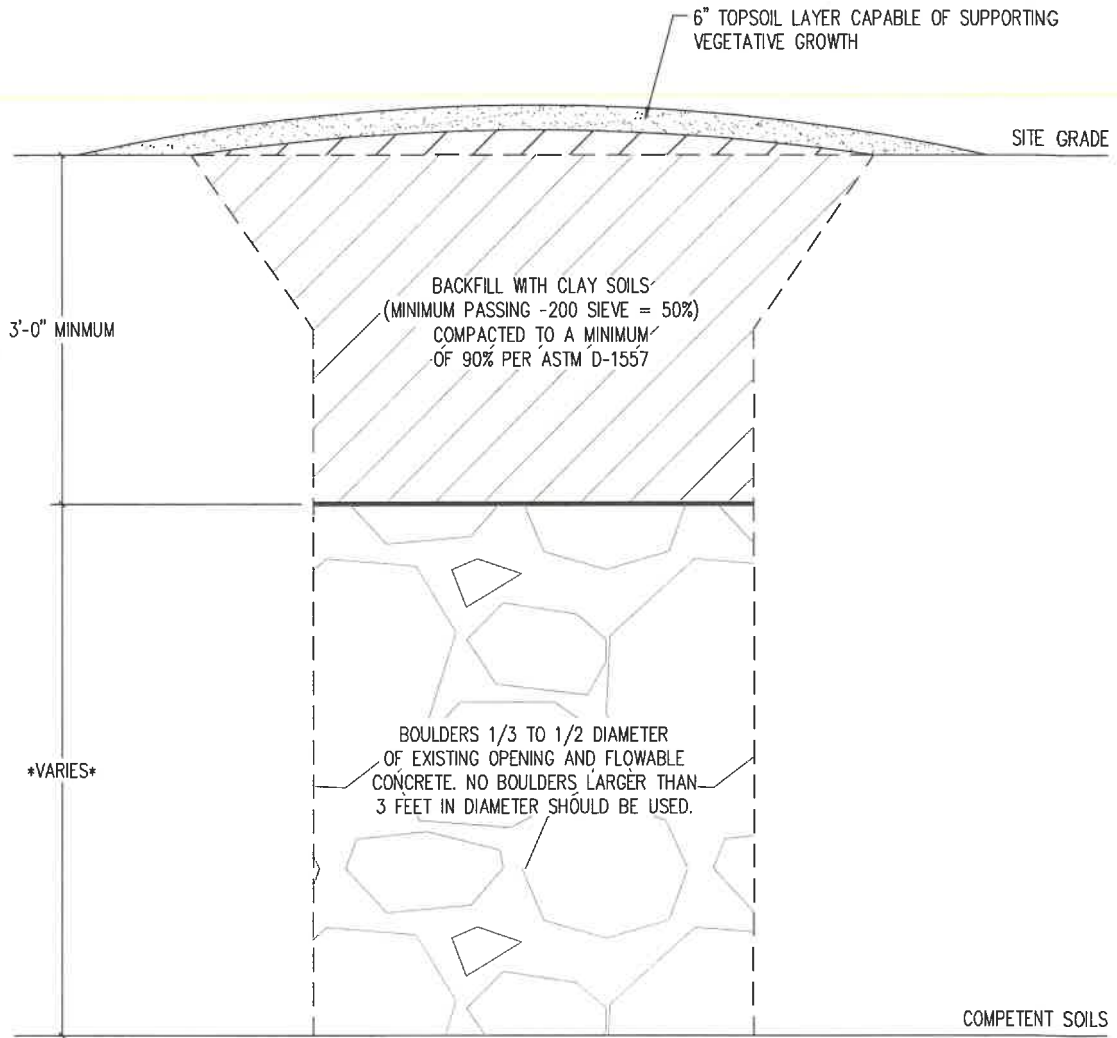
REMEDIATION DETAIL

GEO-TECH, INC.

■ GEOTECHNICAL ■ ENVIRONMENTAL
 ■ CONSTRUCTION MATERIALS TESTING ■ GEOPHYSICAL EXPLORATION
 1016 SE 3rd AVENUE, OCALA, FLORIDA 34471 ~ (352) 684-7711

Figure

1



REMEDICATION DETAIL

NOT TO SCALE

REMEDICATION DETAIL

GEO-TECH, INC.

■ GEOTECHNICAL ■ ENVIRONMENTAL
■ CONSTRUCTION MATERIALS TESTING ■ GEOPHYSICAL EXPLORATION
1016 SE 3rd AVENUE, OCALA, FLORIDA 34471 ~ (352) 694-7711

Figure

2

APPENDIX II

SURFACE DEPRESSION LOCATION MAP



PROJECT NO.
24-1167.5335.1

SCALE:
N.T.S.

DATE:
8/13/2024

FIGURE:
3

COLEN BUILT DEVELOPMENT, LLC
 SURFACE DEPRESSION, EXISTING DRAINAGE RETENTION AREA (DRA) 8
 INDIGO EAST SOUTH, ON TOP OF THE WORLD
 OCALA, FLORIDA

SURFACE DEPRESSION LOCATION MAP

GEO-TECH, INC.

■ GEOTECHNICAL ■ ENVIRONMENTAL
 ■ CONSTRUCTION MATERIALS TESTING ■ GEOPHYSICAL EXPLORATION
 1016 SE 3rd AVENUE, OCALA, FLORIDA 34471 ~ (352) 694-7711

APPENDIX III
SITE PHOTOGRAPHS



Site Photo No. 1 – Surface Depressions in DRA 8 located at Indigo East South in Ocala, Florida



Site Photo No. 2 – Surface Depression in DRA 8 located at Indigo East South in Ocala, Florida



Site Photo No. 3 – Surface Depression in DRA 8 located at Indigo East South in Ocala, Florida



Site Photo No. 4 – Surface Depression in DRA 8, located at Indigo East South in Ocala, Florida

SECTION VIII

SECTION B

SECTION 1

Indigo East Community Development District

Summary of Invoices

August 6, 2024 to October 1, 2024

Fund	Date	Check No.'s	Amount
General Fund	8/13/24	1691-1692	\$ 12,868.53
	8/23/24	1693	\$ 3,293.80
	9/3/24	1694-1696	\$ 30,346.70
	9/10/24	1697-1699	\$ 116,263.60
	9/18/24	1700-1704	\$ 32,734.26
	9/24/24	1705	\$ 5,565.00
			\$ 201,071.89
Payroll	August 6, 2024 to October 1, 2024		
	Cynthia Lafrance	50295	\$ 184.70
	Robert D Hutson	50296	\$ 184.70
	John Gysen	50297	\$ 200.00
	Terrance Solan	50298	\$ 184.70
			\$ 754.10
			\$ 201,825.99

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #	
8/13/24	00047	7/31/24 82831	202407 320-53800-47300	ROW MAINTENANCE JUL24	*	11,805.94		
							EARTHSCAPES UNLIMITED INC.	11,805.94 001691
8/13/24	00019	8/01/24 264	202408 310-51300-34000	MANAGEMENT FEES AUG24	*	692.00		
		8/01/24 264	202408 310-51300-34200	WEBSITE ADMIN AUG24	*	53.00		
		8/01/24 264	202408 310-51300-34300	INFORMATION TECH AUG24	*	70.67		
		8/01/24 264	202408 310-51300-31300	DISSEMINATION SVCS AUG24	*	220.83		
		8/01/24 264	202408 310-51300-51000	OFFICE SUPPLIES AUG24	*	.03		
		8/01/24 264	202408 310-51300-42000	POSTAGE AUG24	*	26.06		
							GOVERNMENTAL MANAGEMENT SERVICES	1,062.59 001692
8/23/24	00062	6/26/24 19296	202406 300-13100-10100	STOP BARS WITH BEAD	*	3,293.80		
							JOHN T. CROWDER, LLC	3,293.80 001693
9/03/24	00002	8/21/24 5037	202408 310-51300-31500	GENERAL COUNSEL AUG24	*	1,500.00		
							COLEN & WAGONER P.A.	1,500.00 001694
9/03/24	00039	8/30/24 25054	202408 300-15500-10000	FY25 INSURANCE POLICY	*	8,817.00		
							EGIS INSURANCE ADVISORS, LLC	8,817.00 001695
9/03/24	00062	7/22/24 19324	202407 300-13100-10100	THERMO-PLASTIC STOP BARS	*	20,029.70		
							JOHN T. CROWDER, LLC	20,029.70 001696
9/10/24	00040	8/29/24 5003	202408 320-53800-47300	250 BALES OF PINESTRAW	*	1,300.00		
		8/29/24 5004	202408 320-53800-47300	100 BALES OF PINESTRAW	*	520.00		
		8/29/24 5006	202408 320-53800-47300	2863 BALES OF PINESTRAW	*	14,887.60		
		8/29/24 5008	202408 320-53800-47300	1200 BALES OF PINESTRAW	*	6,240.00		
		8/29/24 5009	202408 320-53800-47300	1900 BALES OF PINESTRAW	*	9,880.00		
		8/29/24 5010	202408 320-53800-47300	350 BALES OF PINESTRAW	*	1,820.00		
							EVERGLADES PINESTRAW, INC.	34,647.60 001697

INDE INDIGO EAST ZYAN								

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/10/24	00035	9/06/24	09062024	202409	300-20700-10000		ASSESSMENT TXFER S2016 INDIGO EAST CDD C/O USBANK	*	986.00	986.00	001698
9/10/24	00082	9/09/24	09092024	202409	300-58100-10000		FY24 CAP RESERVE TRANSFER STATE BOARD OF ADMINISTRATION	*	80,630.00	80,630.00	001699
9/18/24	00047	8/31/24	83014	202408	320-53800-47300		ROW MAINTENANCE AUG24 EARTHSCAPES UNLIMITED INC.	*	11,805.94	11,805.94	001700
9/18/24	00081	8/31/24	00066416	202408	310-51300-48000		PH/ADOPT FY25 BUDGET GANNETT MEDIA CORP DBA GANNETT	*	332.22	332.22	001701
9/18/24	00019	9/01/24	265	202409	310-51300-34000		MANAGEMENT FEES SEP24	*	692.00		
		9/01/24	265	202409	310-51300-34200		WEBSITE ADMIN SEP24	*	53.00		
		9/01/24	265	202409	310-51300-34300		INFORMATION TECH SEP24	*	70.67		
		9/01/24	265	202409	310-51300-31300		DISSEMINATION SVCS SEP24	*	220.83		
		9/01/24	265	202409	310-51300-51000		OFFICE SUPPLIES SEP24	*	27.68		
		9/01/24	265	202409	310-51300-42000		POSTAGE SEP24	*	31.92		
							GOVERNMENTAL MANAGEMENT SERVICES			1,096.10	001702
9/18/24	00084	9/13/24	3489	202409	320-53800-47700		PRESSURE WASH SEP24 MHS COMPANIES INC	*	17,000.00	17,000.00	001703
9/18/24	00083	6/06/24	8800	202406	320-53800-47600		REMOVE TREE/MID ISLAND RICHARD BARKLEY DBA RICHARD BARKLEY	*	2,500.00	2,500.00	001704
9/24/24	00019	9/15/24	266	202409	300-15500-10000		ASSESSMENT ROLL FY25 GOVERNMENTAL MANAGEMENT SERVICES	*	5,565.00	5,565.00	001705

TOTAL FOR BANK A 201,071.89
 TOTAL FOR REGISTER 201,071.89

INDE INDIGO EAST ZYAN

SECTION 2

Indigo East
Community Development District

Unaudited Financial Reporting
August 31, 2024



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Indigo East
Community Development District
Combined Balance Sheet
August 31, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserves Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash				
Operating Account	\$ 219,752	\$ -	\$ -	\$ 219,752
Investment				
State Board Administration	\$ -	\$ -	\$ 398,214	\$ 398,214
Series 2016				
Reserve	\$ -	\$ 32,905	\$ -	\$ 32,905
Revenue	\$ -	\$ 98,637	\$ -	\$ 98,637
Prepayment	\$ -	\$ 8,796	\$ -	\$ 8,796
Accrued Interest Receivable	\$ -	\$ 190	\$ 99	\$ 289
Prepaid Expenses	\$ 8,817	\$ -	\$ -	\$ 8,817
Due from General Fund	\$ -	\$ 986	\$ -	\$ 986
Due from Capital Reserves	\$ 36,082	\$ -	\$ -	\$ 36,082
Total Assets	\$ 264,651	\$ 141,514	\$ 398,313	\$ 804,478
Liabilities:				
Accounts Payable	\$ 82,325	\$ -	\$ -	\$ 82,325
Due to Debt Service	\$ 986	\$ -	\$ -	\$ 986
Due to General Fund	\$ -	\$ -	\$ 36,082	\$ 36,082
Total Liabilities	\$ 83,311	\$ -	\$ 36,082	\$ 119,392
Fund Balance:				
Assigned For:				
Capital Reserve	\$ -	\$ -	\$ 362,231	\$ 362,231
Nonspendable:				
Deposits and Prepaid Items	\$ 8,817	\$ -	\$ -	\$ 8,817
Restricted For:				
Debt Service Series 2016	\$ -	\$ 141,514	\$ -	\$ 141,514
Unassigned	\$ 172,523	\$ -	\$ -	\$ 172,523
Total Fund Balances	\$ 181,340	\$ 141,514	\$ 362,231	\$ 685,085
Total Liabilities & Fund Balance	\$ 264,651	\$ 141,514	\$ 398,313	\$ 804,478

Indigo East

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/24	Thru 08/31/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 333,934	\$ 336,378	\$ 336,378	\$ -
Interest	\$ -	\$ -	\$ 25	\$ 25
Total Revenues	\$ 333,934	\$ 336,378	\$ 336,402	\$ 25
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 4,000	\$ 3,667	\$ 3,400	\$ 267
FICA Expense	\$ 306	\$ 281	\$ 199	\$ 82
Engineering	\$ 4,000	\$ 3,667	\$ 7,055	\$ (3,388)
Trustee Fees	\$ 2,050	\$ 2,020	\$ 2,020	\$ -
Dissemination	\$ 2,650	\$ 2,429	\$ 2,529	\$ (100)
Arbitrage	\$ 450	\$ 900	\$ 900	\$ -
Assessment Roll	\$ 5,300	\$ 5,300	\$ 5,300	\$ -
Attorney	\$ 6,100	\$ 5,592	\$ 6,000	\$ (408)
Annual Audit	\$ 4,000	\$ 4,100	\$ 4,100	\$ -
Management Fees	\$ 8,304	\$ 7,612	\$ 7,612	\$ 0
Information Technology	\$ 848	\$ 777	\$ 777	\$ 0
Website Maintenance	\$ 636	\$ 583	\$ 583	\$ -
Telephone	\$ 100	\$ 92	\$ -	\$ 92
Postage	\$ 200	\$ 183	\$ 148	\$ 35
Printing & Binding	\$ 500	\$ 458	\$ 0	\$ 458
Insurance	\$ 7,960	\$ 7,960	\$ 7,489	\$ 471
Legal Advertising	\$ 1,000	\$ 917	\$ 445	\$ 472
Other Current Charges	\$ 1,200	\$ 1,100	\$ 932	\$ 168
Office Supplies	\$ 200	\$ 183	\$ 54	\$ 129
Property Taxes	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 49,979	\$ 47,996	\$ 49,719	\$ (1,723)

Indigo East

Community Development District General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending August 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/24	Thru 08/31/24	Variance
<i>Operation and Maintenance</i>				
Property Insurance	\$ 791	\$ 791	\$ 781	\$ 10
Water Expense	\$ 2,508	\$ 2,299	\$ 2,379	\$ (80)
Electric Expense	\$ 30,360	\$ 27,830	\$ 21,484	\$ 6,346
Irrigation Repairs	\$ 2,925	\$ 2,681	\$ 411	\$ 2,270
Retention Ponds/ROW Maintenance	\$ 188,253	\$ 172,565	\$ 186,482	\$ (13,917)
Plant Replacement	\$ 2,500	\$ 2,292	\$ 2,500	\$ (208)
Tree Trimming	\$ 1,000	\$ 917	\$ -	\$ 917
Pressure Washing	\$ 18,207	\$ 16,690	\$ -	\$ 16,690
Well Maintenance/Repairs	\$ 4,050	\$ 3,713	\$ -	\$ 3,713
Contingency	\$ 8,361	\$ 7,664	\$ 4,850	\$ 2,814
Total O&M Expenditures:	\$ 258,955	\$ 237,441	\$ 218,886	\$ 18,555
Total Expenditures	\$ 308,934	\$ 285,437	\$ 268,605	\$ 16,832
Excess Revenues (Expenditures)	\$ 25,000		\$ 67,797	
<i>Other Financing Sources/(Uses)</i>				
Transfer In/(Out) - Capital Reserve	\$ (25,000)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (25,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -		\$ 67,797	
Fund Balance - Beginning	\$ -		\$ 113,542	
Fund Balance - Ending	\$ -		\$ 181,340	

Indigo East
Community Development District
Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2024

	Adopted Budget	Prorated Budget Thru 08/31/24	Actual Thru 08/31/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 82,589	\$ 82,901	\$ 82,901	\$ -
Assessments - Prepayment	\$ -	\$ -	\$ 8,754	\$ 8,754
Interest Income	\$ -	\$ -	\$ 6,468	\$ 6,468
Total Revenues	\$ 82,589	\$ 82,901	\$ 98,124	\$ 15,223
Expenditures:				
Special Call - 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Interest - 11/1	\$ 18,263	\$ 18,263	\$ 18,056	\$ 206
Principal - 5/1	\$ 45,000	\$ 45,000	\$ 45,000	\$ -
Interest - 5/1	\$ 18,263	\$ 18,263	\$ 17,944	\$ 319
Total Expenditures	\$ 81,525	\$ 81,525	\$ 86,000	\$ (4,475)
Excess Revenues (Expenditures)	\$ 1,064		\$ 12,124	
Fund Balance - Beginning	\$ 90,762		\$ 129,391	
Fund Balance - Ending	\$ 91,826		\$ 141,514	

Indigo East
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2024

	Adopted Budget	Prorated Budget Thru 08/31/24	Actual Thru 08/31/24	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ 17,997	\$ 17,997
Total Revenues	\$ -	\$ -	\$ 17,997	\$ 17,997
Expenditures:				
Roadway Resurfacing	\$ -	\$ -	\$ 3,210	\$ (3,210)
Roadway Striping	\$ -	\$ -	\$ 23,324	\$ (23,324)
Total Expenditures	\$ -	\$ -	\$ 26,534	\$ (26,534)
Excess Revenues (Expenditures)	\$ -	\$ -	\$ (8,537)	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ 25,000	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ 25,000	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 25,000		\$ -	
Fund Balance - Beginning	\$ 338,604		\$ 370,768	
Fund Balance - Ending	\$ 363,604		\$ 362,231	

Indigo East
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 8,215	\$ 284,029	\$ 22,640	\$ 6,480	\$ 4,136	\$ 7,417	\$ 1,658	\$ 1,795	\$ 8	\$ -	\$ -	\$ 336,378
Interest	\$ 1	\$ 1	\$ 2	\$ 4	\$ 3	\$ 3	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ -	\$ 25
Total Revenues	\$ 1	\$ 8,216	\$ 284,030	\$ 22,644	\$ 6,483	\$ 4,139	\$ 7,420	\$ 1,660	\$ 1,798	\$ 10	\$ 2	\$ -	\$ 336,402
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 800	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 800	\$ -	\$ 3,400
FICA Expense	\$ -	\$ 46	\$ -	\$ -	\$ 46	\$ -	\$ -	\$ -	\$ 61	\$ -	\$ 46	\$ -	\$ 199
Engineering	\$ 2,253	\$ -	\$ -	\$ 550	\$ 1,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,693	\$ -	\$ 7,055
Trustee Fees	\$ -	\$ -	\$ 2,020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,020
Dissemination	\$ 321	\$ 221	\$ 221	\$ 221	\$ 221	\$ 221	\$ 221	\$ 221	\$ 221	\$ 221	\$ 221	\$ -	\$ 2,529
Arbitrage	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900
Assessment Roll	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,300
Attorney	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ 6,000
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,100
Management Fees	\$ 692	\$ 692	\$ 692	\$ 692	\$ 692	\$ 692	\$ 692	\$ 692	\$ 692	\$ 692	\$ 692	\$ 692	\$ 7,612
Information Technology	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 777
Website Maintenance	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ -	\$ 583
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 3	\$ 4	\$ 1	\$ 3	\$ 5	\$ 39	\$ 30	\$ 6	\$ 28	\$ 3	\$ 26	\$ -	\$ 148
Printing & Binding	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Insurance	\$ 7,489	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,489
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 113	\$ -	\$ -	\$ 332	\$ -	\$ 445
Other Current Charges	\$ 88	\$ 87	\$ 87	\$ 88	\$ 82	\$ 86	\$ 80	\$ 85	\$ 80	\$ 86	\$ 82	\$ -	\$ 932
Office Supplies	\$ 0.15	\$ 0	\$ 23	\$ 0	\$ 0	\$ 1	\$ 0	\$ 0	\$ 30	\$ 0	\$ 0	\$ -	\$ 54
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 16,445	\$ 3,473	\$ 3,167	\$ 2,578	\$ 7,029	\$ 3,262	\$ 1,147	\$ 2,740	\$ 2,236	\$ 1,126	\$ 6,515	\$ -	\$ 49,719
Operation and Maintenance													
Property Insurance	\$ 781	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 781
Water Expense	\$ 207	\$ 193	\$ 223	\$ 247	\$ 233	\$ 253	\$ 229	\$ 193	\$ 188	\$ 213	\$ 199	\$ -	\$ 2,379
Electric Expense	\$ 1,805	\$ 1,691	\$ 1,867	\$ 1,867	\$ 1,743	\$ 1,986	\$ 1,743	\$ 2,266	\$ 2,125	\$ 2,125	\$ 2,266	\$ -	\$ 21,484
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 235	\$ -	\$ 176	\$ -	\$ -	\$ -	\$ 411
Retention Ponds/ROW Maintenance	\$ 11,806	\$ 11,806	\$ 11,806	\$ 33,175	\$ 12,406	\$ 11,806	\$ 11,806	\$ 11,806	\$ 11,806	\$ 11,806	\$ 46,454	\$ -	\$ 186,482
Plant Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ 2,500
Tree Trimming	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pressure Washing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Well Maintenance/Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ -	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,850
Total O&M Expenses:	\$ 14,599	\$ 13,690	\$ 13,896	\$ 39,789	\$ 14,382	\$ 14,045	\$ 14,363	\$ 14,266	\$ 16,794	\$ 14,144	\$ 48,919	\$ -	\$ 218,886
Total Expenditures	\$ 31,044	\$ 17,163	\$ 17,063	\$ 42,367	\$ 21,411	\$ 17,307	\$ 15,510	\$ 17,006	\$ 19,030	\$ 15,269	\$ 55,434	\$ -	\$ 268,605
Excess Revenues (Expenditures)	\$ (31,043)	\$ (8,947)	\$ 266,967	\$ (19,724)	\$ (14,928)	\$ (13,169)	\$ (8,091)	\$ (15,346)	\$ (17,233)	\$ (15,259)	\$ (55,432)	\$ -	\$ 67,797

Indigo East

Community Development District

Long Term Debt Report

Series 2016, Special Assessment Bonds		
Interest Rate:	3.561%, 4.125% 4.500%	
Maturity Rate:	5/1/2037	
Reserve Fund Definition	Flat Rate	
Reserve Fund Requirement	\$32,905	
Reserve Fund Balance	\$32,905	
Bonds Outstanding - 11/17/16		\$1,745,000
Less: Principal Payment 5/1/17		(\$25,000)
Less: Principal Payment 5/1/17 Prepayment		(\$145,000)
Less: Principal Payment 11/1/17 Prepayment		(\$190,000)
Less: Principal Payment 5/1/18		(\$55,000)
Less: Principal Payment 5/1/18 Prepayment		(\$170,000)
Less: Principal Payment 5/1/19		(\$40,000)
Less: Principal Payment 5/1/19 Prepayment		(\$10,000)
Less: Principal Payment 11/1/19 Prepayment		(\$25,000)
Less: Principal Payment 5/1/20		(\$40,000)
Less: Principal Payment 5/1/20 Prepayment		(\$15,000)
Less: Principal Payment 11/1/20 Prepayment		(\$10,000)
Less: Principal Payment 5/1/21		(\$45,000)
Less: Principal Payment 11/1/21 Prepayment		(\$20,000)
Less: Principal Payment 5/1/22		(\$40,000)
Less: Principal Payment 5/1/22 Prepayment		(\$5,000)
Less: Principal Payment 11/1/22 Prepayment		(\$10,000)
Less: Principal Payment 5/1/23		(\$45,000)
Less: Principal Payment 11/1/22 Prepayment		(\$5,000)
Less: Principal Payment 5/1/24		(\$45,000)
Current Bonds Outstanding		\$805,000

INDIGO EAST

COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENTS FY 2024 RECEIPTS

MAINTENANCE

Gross Assessments \$355,243.90
 Certified Net Assessments \$333,929.27
 100%

Date	ACH	Gross Assessment Received	Collection Fee	Commissions Paid	Interest Income	Net Assessments Received
11/8/23	ACH	\$ 5,564.51	\$ 111.29	\$ -	\$ -	\$5,453.22
11/30/23	ACH	\$ 2,818.48	\$ 56.37	\$ -	\$ -	\$2,762.11
12/12/23	ACH	\$ 120,066.80	\$ 2,401.34	\$ -	\$ -	\$117,665.46
12/28/23	ACH	\$ 90,125.24	\$ 1,802.50	\$ -	\$ -	\$88,322.74
12/29/23	ACH	\$ 79,632.96	\$ 1,592.66	\$ -	\$ -	\$78,040.30
1/26/24	ACH	\$ 21,921.51	\$ 438.43	\$ -	\$ -	\$21,483.08
1/26/24	ACH	\$ -	\$ -	\$ -	\$ 1,156.82	\$1,156.82
2/16/24	ACH	\$ 6,612.34	\$ 132.25	\$ -	\$ -	\$6,480.09
3/15/24	ACH	\$ 4,220.01	\$ 84.40	\$ -	\$ -	\$4,135.61
4/26/24	ACH	\$ 7,568.40	\$ 151.37	\$ -	\$ -	\$7,417.03
5/10/24	ACH	\$ 1,537.32	\$ 30.75	\$ -	\$ -	\$1,506.57
5/10/24	ACH	\$ 151.30	\$ -	\$ -	\$ -	\$151.30
6/21/24	ACH	\$ 604.80	\$ 12.10	\$ -	\$ -	\$592.70
6/26/24	ACH	\$ 1,227.21	\$ 24.54	\$ -	\$ -	\$1,202.67
7/15/24	ACH	\$ -	\$ -	\$ -	\$ 7.92	\$7.92
Total Collected		\$ 342,050.88	\$ 6,838.00	\$ -	\$ 1,164.74	\$ 336,377.62
Percentage Collected						101%

DEBT SERVICE

Gross Assessments \$87,377.75
 Certified Net Assessments \$82,135.09
 100%

Date	ACH	Gross Assessment Received	Collection Fee	Commissions Paid	Interest Income	Net Assessments Received
11/8/23	ACH	\$ 1,934.81	\$ 38.70	\$ -	\$ -	\$1,896.11
11/30/23	ACH	\$ 1,390.32	\$ 27.81	\$ -	\$ -	\$1,362.51
12/12/23	ACH	\$ 25,953.06	\$ 519.06	\$ -	\$ -	\$25,434.00
12/28/23	ACH	\$ 21,318.53	\$ 426.37	\$ -	\$ -	\$20,892.16
12/29/23	ACH	\$ 18,074.41	\$ 361.49	\$ -	\$ -	\$17,712.92
1/26/24	ACH	\$ 7,058.11	\$ 141.16	\$ -	\$ -	\$6,916.95
1/26/24	ACH	\$ -	\$ -	\$ -	\$ 273.65	\$273.65
2/16/24	ACH	\$ 2,487.60	\$ 49.75	\$ -	\$ -	\$2,437.85
3/15/24	ACH	\$ 955.85	\$ 19.12	\$ -	\$ -	\$936.73
4/26/24	ACH	\$ 2,827.37	\$ 56.55	\$ -	\$ -	\$2,770.82
5/10/24	ACH	\$ 1,249.44	\$ 24.99	\$ -	\$ -	\$1,224.45
5/10/24	ACH	\$ 57.07	\$ -	\$ -	\$ -	\$57.07
6/21/24	ACH	\$ 497.22	\$ 9.94	\$ -	\$ -	\$487.28
6/26/24	ACH	\$ 504.48	\$ 10.09	\$ -	\$ -	\$494.39
7/15/24	ACH	\$ -	\$ -	\$ -	\$ 4.33	\$4.33
Total Collected		\$ 84,308.27	\$ 1,685.03	\$ -	\$ 277.98	\$82,901.22
Percentage Collected						101%

AUDIT COMMITTEE MEETING

SECTION III

SECTION A

**INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

Annual Audit Services for Fiscal Year 2024
Marion County, Florida

INSTRUCTIONS TO PROPOSE

SECTION 1. DUE DATE. Sealed proposals must be received no later than **Friday, November 8, 2024, at 2:00 P.M.**, at the offices of District Manager, located at 219 E. Livingston Street, Orlando, FL 32801. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services - Indigo East Community Development District" on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a wavier of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed: list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The cost of the provision of the services under the proposal for Fiscal Years 2024, 2025, 2026, 2027 and 2028. The District intends to enter into five (5) separate one-year agreements.
- E. Provide a proposed schedule for performance of audit.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.* (20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

5. *Price.* (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

SECTION B

Indigo East
Community Development District

219 E. Livingston Street, Orlando, FL 32801

Phone: 407-841-5524 - Fax: 407-839-1526

INDIGO EAST
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Indigo East Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the Fiscal Year ending September 30, 2024, with an option for four additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Orange County and has a general administrative operating fund.

The Auditing entity submitting a proposal must be duly licensed under Chapter 173, Florida Statutes and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) hard copy and one (1) electronic copy of their proposal to GMS - CF, LLC, District Manager, 219 E. Livingston Street, Orlando, FL 32801, telephone (407) 841-5524, in an envelope marked on the outside "**Auditing Services - Indigo East Community Development District.**" Proposals must be received by **Friday, November 8, 2024, 2:00 P.M.**, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

George S. Flint
Governmental Management Services - Central Florida, LLC
District Manager